

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Intelligrated Systems, LLC		06/21/2010	LIMITED LIABILITY COMPANY: DELAWARE
Intelligrated Systems, Inc.		06/21/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Nexbank, SSB, as Collateral Agent
Street Address:	13455 Noel Road
Internal Address:	22nd Floor, Attention: Jeff Scott
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	Savings Bank: DELAWARE

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	3335013	UNISORT
Registration Number:	3357263	INCONTROLWARE
Registration Number:	2997149	SNE SYSTEMS
Registration Number:	2880841	ALVEY
Registration Number:	2883688	ALVEY
Registration Number:	2886241	REAL TIME SOLUTIONS
Registration Number:	2860764	IN-24X7
Registration Number:	2825784	INTELLIGRATED MATERIAL HANDLING SOLUTIONS & SERVICES
Registration Number:	2971232	I
Registration Number:	2798602	INTELLISORT
Registration Number:	2805455	INTELLIMERGE

OP \$690.00 3335013

**900165260**

**TRADEMARK  
 REEL: 004229 FRAME: 0437**

Registration Number:	2811266	INTELLIQ
Registration Number:	2817989	INTELLIGRATED
Registration Number:	2817990	INTELLIGRATED
Registration Number:	2487611	ACCUZONE
Registration Number:	2630178	
Registration Number:	2847858	
Registration Number:	2640333	FKI LOGISTEX
Registration Number:	2595299	FKI LOGISTEX
Registration Number:	2227890	ACCUMAT
Registration Number:	2334214	MAXICLAIM
Registration Number:	2334213	TRANSITREAD
Registration Number:	2102524	BUSCHMAN
Registration Number:	2093989	BOSS
Registration Number:	1797611	EASYPICK
Registration Number:	1055926	STEARNS
Registration Number:	0570576	MATHEWS

**CORRESPONDENCE DATA**

Fax Number: (212)355-3333  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-813-8800  
Email: NY-TM-Admin@goodwinprocter.com  
Correspondent Name: GOODWIN PROCTER LLP/ATTN: Janis Nici  
Address Line 1: 620 Eighth Avenue  
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	121155200100
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	06/22/2010

Total Attachments: 9  
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**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of June 21, 2010, by INTELLIGRATED SYSTEMS, LLC, a Delaware limited liability company, and INTELLIGRATED SYSTEMS, INC., a Delaware corporation (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of NEX-BANK, SSB, in its capacity as Collateral Agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

**EXECUTION COPY**

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party here-to may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

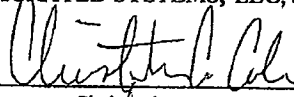
[Signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INTELLIGRATED SYSTEMS, LLC, as Pledgor

By: \_\_\_\_\_

  
Name: Christopher C. Cole  
Title: Chief Executive Officer

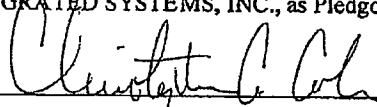
[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004229 FRAME: 0442

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INTELLIGRATED SYSTEMS, INC., as Pledgor

By: 

Name: Christopher C. Cole  
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Accepted and Agreed:

NEXBANK, SSB,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

  
**Jeff Scott**  
**Vice President**  
**NexBank, SSB**

[Signature Page to Second Lien Trademark Security Agreement]



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>Owner</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Intelligrated Systems, Inc.	U.S. Federal	UNISORT	3335013	13-Nov-2007
Intelligrated Systems, LLC	U.S. Federal	INCONTROLWARE	3357263	18-Dec-2007
Intelligrated Systems, Inc.	U.S. Federal	SNE SYSTEMS	2997149	20-Sep-2005
Intelligrated Systems, Inc.	U.S. Federal	ALVEY	2880841	07-Sep-2004
Intelligrated Systems, Inc.	U.S. Federal	ALVEY	2883688	14-Sep-2004
Intelligrated Systems, Inc.	U.S. Federal	REAL TIME SOLUTIONS	2886241	21-Sep-2004
Intelligrated Systems, LLC	U.S. Federal	IN-24X7	2860764	06-Jul-2004
Intelligrated Systems, LLC	U.S. Federal	INTELLIGRATED MATERIAL HANDLING SOLUTIONS & SERVICES	2825784	23-Mar-2004
Intelligrated Systems, LLC	U.S. Federal	I	2971232	19-Jul-2005
Intelligrated Systems, LLC	U.S. Federal	INTELLISORT	2798602	23-Dec-2003
Intelligrated Systems, LLC	U.S. Federal	INTELLIMERGE	2805455	13-Jan-2004
Intelligrated Systems, LLC	U.S. Federal	INTELLIQ	2811266	03-Feb-2004
Intelligrated	U.S. Federal	INTELLIGRATED	2817989	24-Feb-2004

<b>Owner</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Systems, LLC				
Intelligrated Systems, LLC	U.S. Federal	INTELLIGRATED	2817990	24-Feb-2004
Intelligrated Systems, Inc.	U.S. Federal	ACCUZONE	2487611	11-Sep-2001
Intelligrated Systems, Inc.	U.S. Federal	Design Only	2630178	08-Oct-2002
Intelligrated Systems, Inc.	U.S. Federal	Design Only	2847858	01-Jun-2004
Intelligrated Systems, Inc.	U.S. Federal	FKI LOGISTEX	2640333	22-Oct-2002
Intelligrated Systems, Inc.	U.S. Federal	FKI LOGISTEX	2595299	16-Jul-2002
Intelligrated Systems, Inc.	U.S. Federal	ACCUMAT	2227890	02-Mar-1999
Intelligrated Systems, Inc.	U.S. Federal	MAXICLAIM	2334214	28-Mar-2000
Intelligrated Systems, Inc.	U.S. Federal	TRANSITREAD	2334213	28-Mar-2000
Intelligrated Systems, Inc.	U.S. Federal	BUSCHMAN	2102524	07-Oct-1997
Intelligrated Systems, Inc.	U.S. Federal	BOSS	2093989	09-Sep-1997
Intelligrated Systems, Inc.	U.S. Federal	EASYPICK	1797611	12-Oct-1993
Intelligrated Systems, Inc.	U.S. Federal	STEARNS	1055926	11-Jan-1977
Intelligrated Systems, Inc.	U.S. Federal	MATHEWS (STYLIZED)	0570576	17-Feb-1953

<b>Owner</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Intelligrated Systems, LLC	Argentina	INTELLIGRATED	1924418	29-Apr-2003
Intelligrated Systems, LLC	Australia	INTELLIGRATED	917446	24-Jun-2002

Owner	Country	Trademark	Registration Number	Registration Date
Intelligrated Systems, LLC	Brazil	INTELLIGRATED	824933664	02-May-2007
Intelligrated Systems, LLC	Canada	INTELLIGRATED	TMA651254	24-Oct-2005
Intelligrated Systems, LLC	Community Trademarks	INTELLIGRATED	2749141	15-Apr-2004
Intelligrated Systems, LLC	Japan	INTELLIGRATED	4724198	07-Nov-2003
Intelligrated Systems, LLC	Mexico	INTELLIGRATED	772688	29-Nov-2002

Owner	Country	Mark	Registration Number	Comments
FKI Logistex Inc.	Australia	ALVEY	B283747	
FKI Logistex Inc.	Australia	ALVEY	677976	
FKI Logistex Inc.	Canada	BOSS	507960	
FKI Logistex Inc.	Canada	BUSCHMAN	595883	
FKI Logistex Inc.	Canada	EASY PICK	548610	
Logistex Industries Canada Limited	Canada	MATHEWS	261932	
FKI Logistex Inc.	Canada	UNISORT	383557	
Intelligrated Systems, LLC	Chile	INTELLIGRATED	659108	
Intelligrated Systems, LLC	Colombia	INTELLIGRATED	271576	
FKI Logistex Inc.	CTM	EASY PICK	1350230	
FKI Logistex Inc.	Japan	ALVEY	4280376	Lapsed
FKI Logistex Inc.	Japan	BUSCHMAN & DESIGN	4042819	
FKI Logistex Inc.	Mexico	ALVEY	115235	
FKI Logistex Inc.	Mexico	ALVEY	523530	

FKI Logistex Inc.	Mexico	BOSS	556304	
FKI Logistex Inc.	Mexico	EASY PICK	634587	
FKI Logistex Inc.	New Zealand	ALVEY	256339	
FKI Logistex Inc.	New Zealand	ALVEY	110550	

**Trademark Applications:**

None.