

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIS GLOBAL LLC		09/30/2012	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	ACCESS CAPITAL, INC.		
Street Address:	405 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3143817	CIS	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	penelope@ipresearchplus.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue, Ste 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	500943 (COS1-38330)		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

Date:

01/18/2013

Total Attachments: 11

source=38330#page1.tif

source=38330#page2.tif

source=38330#page3.tif

source=38330#page4.tif

source=38330#page5.tif

source=38330#page6.tif

source=38330#page7.tif

source=38330#page8.tif

source=38330#page9.tif

source=38330#page10.tif

source=38330#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified, the "Agreement"), dated as of September 30, 2012, is made by CIS GLOBAL LLC (the "Grantor") in favor of ACCESS CAPITAL, INC. ("Access Capital").

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between the Grantor and Access Capital (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Access Capital has agreed to provide certain financial accommodations to the Grantor; and

WHEREAS, Access Capital is willing to extend financial accommodations to the Grantor as provided for in the Loan Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Access Capital this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of the Grantor to Access Capital now or hereafter existing from time to time, the Grantor hereby grants to Access Capital a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

(a) all of its patents and patent licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its copyrights and copyright licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each patent, each patent license, each trademark, each trademark license, each copyright and each copyright license; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future

(i) infringement or dilution of any patent or patent licensed under any patent license, (ii) injury to the goodwill associated with any patent or any patent licensed under any patent license, (iii) infringement or dilution of any trademark or trademark licensed under any trademark license, (iv) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license, (v) infringement or dilution of any copyright or copyright licensed under any copyright license, and (vi) injury to the goodwill associated with any copyright or any copyright licensed under any copyright license.

Section 3. REPRESENTATIONS AND WARRANTIES. The Grantor represents and warrants that it does not have any interest in, or title to, any patent, trademark or copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. The Grantor's patents, trademarks and copyrights are valid and enforceable, are solely owned by the Grantor and there is no claim that the use of any of them violates the rights of any third person. This Agreement is effective to create a valid and continuing Lien on and perfected security interests in favor of Access Capital in all of the Grantor's patents, trademarks and copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, the Grantor. Upon the filing of appropriate financing statements, all action necessary or desirable to protect and perfect Access Capital's lien on the Grantor's patents, trademarks and copyrights shall have been duly taken.

Section 4. COVENANTS. The Grantor covenants and agrees with Access Capital that from and after the date of this Agreement and until the expiration of the Term:

(a) The Grantor shall notify Access Capital immediately if it knows or has reason to know that any application or registration relating to any patent, trademark or copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding the Grantor's ownership of any patent, trademark or copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall the Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any patent, trademark or copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Access Capital prior written notice thereof, and, upon request of Access Capital, the Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Access Capital) to evidence Access Capital's lien on such patent, trademark or copyright, and the general intangibles of the Grantor relating thereto or represented thereby.

(c) The Grantor shall take all actions necessary or requested by Access Capital to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the patents or trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of

use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Collateral is infringed upon, or misappropriated or diluted by a third party, the Grantor shall notify Access Capital promptly after the Grantor learns thereof. The Grantor shall, unless it shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Access Capital shall deem appropriate under the circumstances to protect such Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Access Capital pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Access Capital with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. INDEMNIFICATION. (a) The Grantor assumes all responsibility and liability arising from the use of the patents, trademarks and/or copyrights and the Grantor hereby indemnifies and holds Access Capital harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of the Grantor's operations of its business from the use of the patents, trademarks and/or copyrights. (b) In any suit, proceeding or action brought by Access Capital under any patent license, trademark license or copyright license for any sum owing thereunder, or to enforce any provisions of such license, the Grantor will indemnify and keep Access Capital harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of the Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against Access Capital.

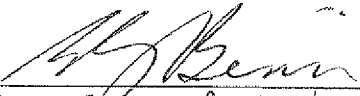
Section 8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 9. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon indefeasible payment in full in cash of all Obligations and irrevocable termination of the Loan Agreement.

[Remainder of this page intentionally left blank]

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

CIS GLOBAL LLC

By: 
Name: S.G. BIRIN
Title: CEO

ACCEPTED and ACKNOWLEDGED by:

ACCESS CAPITAL, INC.

By: _____
Name:
Title:

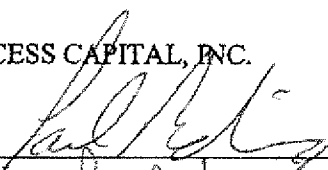
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CIS GLOBAL LLC

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

ACCESS CAPITAL, INC.

By: 
Name: Paul Meheing
Title: Executive Vice President

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
SLIDE RAIL ASSEMBLY WITH FRONT RELEASE	U.S. Patent No. 6,554,379	April 29, 2003
SLIDE RAIL HAVING FRONT RELEASE LATCH	U.S. Patent No. 7,029,080	April 18, 2006
LOW PROFILE LOCK WITH FRONT RELEASE FOR A DRAWER SLIDE	U.S. Patent No. 7,008,030	March 7, 2006
CAM LOCK WITH TORSION SPRING FOR A DRAWER SLIDE	U.S. Patent No. 6,979,067	Dec. 27, 2005
PIN AND TORSION SPRING LOCK FOR A DRAWER SLIDE	US Patent No. 7,404,611	July 29, 2008
CABLE MANAGEMENT ARM HAVING CABLE RETENTION MEMBERS	U.S. Patent No. 7,258,583	Aug. 21, 2007
DETENT PIN BEARING RETAINER LOCK FOR A DRAWER SLIDE	U.S. Patent No. 7,798,583	Sept. 21, 2012
MOUNTING BRACKET FOR SQUARE AND ROUND HOLE RACKS	U.S. Patent No. 7,857,145	Dec. 28, 2012
CHASSIS LOCK FOR A DRAWER SLIDE	U.S. Patent No. 7,513,581	April 7, 2009
ELONGATED STAGING LOCK FOR A DRAWER SLIDE	U.S. Patent No. 7,780,252	Aug. 24, 2012
FRONT RELEASE LOCK WITH DISCONNECT LOCK FOR A DRAW SLIDE	U.S. Patent No. 7,571,968	Aug. 11, 2009
LINEARLY ACTUATED CHASSIS LOCK FOR A DRAWER SLIDE	U.S. Patent No. 7,967,399	June 28, 2011
UNIVERSAL MOUNTING BRACKET WITH SAFETY LOCK (TriConnect)	U.S. Patent No. 8,104,626	Jan. 31, 2012
TELESCOPING SUPPORT	U.S. Patent No. 7,746,667	June 29, 2010

ARM FOR A CABLE
MANAGEMENT ARM
UNIVERSAL MOUNTING
BRACKET WITH
SAFETY LOCK (TriConnect)
(Chinese Patent Application)

Pending

Pending

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None		

III. PATENT LICENSES

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None		

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
3,143,817	CIS and Design (US Trademark)	USA	Sept. 19, 2006
1123015	Qualslide	Taiwan	Oct. 16, 2004
3582178	Qualslide	EP Community	Feb. 8, 2005
3842308	Qualslide	China	Oct. 14, 2005
1985423	CIS & Design	EP Community	July 10, 2002

II. TRADEMARK APPLICATIONS

<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
None			

III. TRADEMARK LICENSES

<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
None			

SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None			

II. COPYRIGHT APPLICATIONS

	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None			

III. COPYRIGHT LICENSES

	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None			