

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Reaffirmation of and First Amendment to Amended and Restated Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Peak Technologies Holdings, Inc.		05/28/2013	CORPORATION: DELAWARE
Summit Holding One Corporation		05/28/2013	CORPORATION: DELAWARE
PEAK-Ryzex, Inc. f/k/a Peak Technologies, Inc.		05/28/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company
Street Address:	120 N. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	A Banking Corporation: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78596056	PEAK TECHNOLOGIES
Serial Number:	74236812	PEAK
Serial Number:	78071722	PEAK PERFORMANCE
Serial Number:	76102891	TELPAR
Serial Number:	78422752	IMPROVING THE FLOW OF BUSINESS
Serial Number:	78533013	RYZEX
Serial Number:	85791869	PEAK-RYZEX
Serial Number:	85862454	PEAK-RYZEX BUSINESS-MOBILIZED PERFORMANC
Serial Number:	85812838	PEAK-CATALYST
Serial Number:	85586279	PEAK AUTOMATION CONTROLLER

CORRESPONDENCE DATA

900256348

TRADEMARK
 REEL: 005036 FRAME: 0144

CH \$265.00 78596056

Fax Number: 3126095005

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3126097804

Email: ccasey@vedderprice.com

Correspondent Name: Christine Casey

Address Line 1: 222 N. LaSalle Street

Address Line 2: c/o Vedder Price P.C.

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40180.00.0046 R. SRODA
NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	05/28/2013

Total Attachments: 6

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REAFFIRMATION OF AND FIRST AMENDMENT TO AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

THIS REAFFIRMATION OF AND FIRST AMENDMENT TO AMENDED AND RESTATED PATENT AND TRADEMARK AGREEMENT (this "Amendment") is entered into as of the 28th day of May, 2013 by Peak Technologies Holdings, Inc., a Delaware corporation ("PEAK Holdings"), Summit Holding One Corporation, a Delaware corporation ("Summit"), PEAK-Ryzex, Inc., an Illinois corporation, f/k/a Peak Technologies, Inc. ("PEAK"; and together with PEAK Holdings and Summit, individually and collectively, the "Grantors"), in favor of The PrivateBank and Trust Company, as Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, the Grantors previously entered into that certain Credit Agreement dated as of October 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which the Lenders have made certain extension of credit to the Grantors;

WHEREAS, in connection with the Credit Agreement, the Grantors entered into an Amended and Restated Patent and Trademark Security Agreement dated as of December 21, 2011 (the "Agreement"), pursuant to which the Grantors granted to Administrative Agent, for its benefit and the benefit of the Lenders, a continuing security interest in the Grantors' patents and trademarks;

WHEREAS, the Grantors filed an application for the registration of certain additional trademarks; and

WHEREAS, the Grantors have requested that Administrative Agent and Lenders amend the Agreement in accordance with this Amendment.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledge, each Grantor agrees as follows:

1. Incorporation of the Agreement. The Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Agreement. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth in Section 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Agreement. Schedule I of the Agreement is hereby amended and restated with Schedule I attached hereto.

3. Acknowledgment and Reaffirmation of the Validity and Enforceability of the Security Agreement. Pledgor expressly acknowledges and agrees that the Agreement constitutes

the legal, valid and binding obligation of Grantors enforceable in accordance with its terms by Administrative Agent against Grantors (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability) and Grantors expressly reaffirm their obligations under the Agreement (as amended by this Amendment). Grantors further expressly acknowledge and agree that Administrative Agent has a valid, duly perfected (to the extent required by the terms of the Guaranty and Collateral Agreement), first priority and enforceable security interest in and lien against all Collateral described therein as security for all Obligations. Grantors agree that they shall not dispute the validity or enforceability of the Agreement or any of the other Loan Documents or any of its respective obligations thereunder, or the validity, priority, enforceability or extent of Administrative Agent's security interest in or lien against any item of the Collateral, in any judicial, administrative or other proceeding.

4. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Execution and delivery by facsimile or electronic transmission shall bind the undersigned.


[SIGNATURE PAGE FOLLOWS]

(Signature Page to Reaffirmation of and First Amendment to Amended and Restated Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Reaffirmation of and First Amendment to Amended and Restated Patent and Trademark Security Agreement as of the date first above written.


BORROWERS:

PEAK TECHNOLOGIES HOLDINGS, INC., a Delaware corporation

By: 

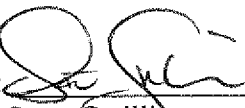
Scott Gwilliam
Vice President

SUMMIT HOLDING ONE CORPORATION, a Delaware corporation

By: 

Scott Gwilliam
Vice President

PEAK-RYZEX, INC., an Illinois corporation

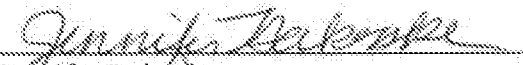
By: 

Scott Gwilliam
Vice President

(Signature Page to Reaffirmation of and First Amendment to Amended and Restated Patent and Trademark Security Agreement)

Acknowledged:


**THE PRIVATEBANK AND TRUST
COMPANY**, as Administrative Agent

By: 
Jennifer Dakoske
Managing Director

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS


U.S. TRADEMARKS

Grantor	Trademark	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Peak-Ryzex, Inc.	PEAK TECHNOLOGIES	78/596056	78/596056	3319852	3/28/2005	10/23/2007
Peak-Ryzex, Inc.		74/236812	74/236812	1749924	1/10/1992	2/2/1993
Peak-Ryzex, Inc.	PEAK PERFORMANCE	78/071722	78/071722	2593103	6/29/2001	7/9/2002
Peak-Ryzex, Inc.	TELPAR	76/102891	76/102891	2473666	8/4/2000	7/31/2001
Peak-Ryzex, Inc.	IMPROVING THE FLOW OF BUSINESS	78/422752	78/422752	2970485	5/21/2004	7/19/2005
Peak-Ryzex, Inc.	RYZEX	78533013	78533013	3020993	12/15/2004	11/29/2005
Peak-Ryzex, Inc.	PEAK-RYZEX	85791869	85791869	NA	11/30/2012	pending
Peak-Ryzex, Inc.	PEAK-RYZEX BUSINESS-MOBILIZED PERFORMANCE-OPTIMIZED	85862454	85862454	NA	2/28/2013	pending
Peak-Ryzex, Inc.	PEAK-CATALYST	85812838	85812838	NA	12/31/2012	pending
Peak-Ryzex, Inc.	PEAK AUTOMATION CONTROLLER	85586279	85586279	4307921	4/2/2012	3/26/2013

COMMUNITY TRADEMARKS

Grantor	Trademark	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Peak-Ryzex, Inc.	PEAK TECHNOLOGIES	001831791	001831791	001831791	8/30/2000	5/21/2003
Peak-Ryzex, Inc.	RYZEX	006474944	006474944	E6474944	11/29/2007	9/18/2008
Peak-Ryzex, Inc.	RYZEX	002513095	002513095	2513095	4/2/1997	8/21/2009

CANADIAN TRADEMARKS

Grantor	Trademark	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Peak-Ryzex, Inc.	 The logo for Peak Technologies features a stylized mountain peak composed of vertical lines of varying heights, creating a 3D effect. Below the peak, the word "PEAK" is written in a bold, sans-serif font, with "Peak Technologies" in a smaller font underneath.	852912	852912	549718	8/6/1997	8/10/2001