

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 2 to the IP Security Agreement dated 4/30/2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RGIS, LLC		05/16/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	301 South College Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85137254	STORVIEWER	
Serial Number:	85210610	EXACTCOUNT	
Serial Number:	85454268	EXACTCOUNT	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049646-0056		
		TRADEMARK	

NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	08/20/2013
Total Attachments: 7 source=RGIS LLC - Supplement 2 to IPSA cm 049646-0056#page1.tif source=RGIS LLC - Supplement 2 to IPSA cm 049646-0056#page2.tif source=RGIS LLC - Supplement 2 to IPSA cm 049646-0056#page3.tif source=RGIS LLC - Supplement 2 to IPSA cm 049646-0056#page4.tif source=RGIS LLC - Supplement 2 to IPSA cm 049646-0056#page5.tif source=RGIS LLC - Supplement 2 to IPSA cm 049646-0056#page6.tif source=RGIS LLC - Supplement 2 to IPSA cm 049646-0056#page7.tif	

SUPPLEMENT NO. 2 (this "Supplement") to the Intellectual Property Security Agreement dated as of April 30, 2007, among RGIS SERVICES, LLC (the "Borrower"), RGIS HOLDINGS, LLC ("Holdings"), certain Subsidiaries of Borrower and Holdings from time to time party hereto, and Wells Fargo Bank, National Association, as Collateral Agent (in such capacity, the "Collateral Agent").

A. Reference is made to the Credit Agreement dated as of April 30, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, Wells Fargo Bank, National Association, as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender, and each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender").

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

C. The Grantors have entered into the Intellectual Property Security Agreement in order to induce the Lenders to make Loans and the L/C Issuers to issue Letters of Credit. Section 2.01 of the Intellectual Property Security Agreement provides that the undersigned Restricted Subsidiary (the "Existing Grantor") has assigned, pledged and granted a security interest to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, in the Collateral in accordance with the terms thereof. The Existing Grantor is executing this Supplement in accordance with the requirements of the Credit Agreement and the Intellectual Property Security Agreement to update and supplement Schedule II to the Intellectual Property Security Agreement and in order to induce the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the Existing Grantor agree as follows:

SECTION 1. The Existing Grantor represents and warrants that the representations and warranties made by it as a Grantor under the Intellectual Property Security Agreement are true and correct on and as of the date hereof. In furtherance of the foregoing, Schedule II to the Intellectual Property Security Agreement is hereby supplemented by Schedule I to this supplement and the Existing Grantor, as security for the payment and performance in full of the Obligations, does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the Existing Grantor's right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement) of the Existing Grantor listed on Schedule I to this Supplement. The Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. The Existing Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the Existing Grantor and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The Existing Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of any and all Collateral (as defined in the Intellectual Property Security Agreement) of the Existing Grantor listed on such Schedule and (b) set forth under its signature hereto, is the true and correct legal name of the Existing Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

SECTION 9. The Existing Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the Existing Grantor and the Collateral Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

RGIS, LLC

By: 

Name: Aamir Chinoy

Title: Chief Financial Officer and Treasurer

Legal Name: RGIS, LLC

Jurisdiction of Organization: Delaware

Chief Executive Office: 2000 East Taylor Road,
Auburn Hills, Michigan 48326

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____

Name: _____

Title: _____

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: Mark B. Felker
Name: Mark B. Felker
Title: Managing Director

[Signature page to IP Security Agreement Supplement]

TRADEMARK
REEL: 005093 FRAME: 0988

Schedule I to the
Supplement No. 2 to
the Intellectual Property
Security Agreement

INTELLECTUAL PROPERTY

UNITED STATES COPYRIGHTS:

Registrations:

OWNER	DESCRIPTION	FILING DATE	STATUS	REGISTRATION NUMBER
RGIS, LLC	Elite UPS Minidriver	December 2, 2005	Registered	TX-6-272-206
RGIS, LLC	AUDIT Download Analyzer	December 2, 2005	Registered	TX-6-272-204
RGIS, LLC	AUDIT Validation DLL	December 2, 2005	Registered	TX-6-272-430
RGIS, LLC	RADIX	December 2, 2005	Registered	TX-6-290-504
RGIS, LLC	AUDIT Download Builder	December 2, 2005	Registered	TX-6-523-683

Patents

UNITED STATES PATENTS:

Registrations:

OWNER	DESCRIPTION	FILING DATE	STATUS	REGISTRATION NUMBER
RGIS, LLC	Handheld Inventory Data Collection Device (RM-1)	February 13, 2007	Granted	D574,380

Applications:

OWNER	DESCRIPTION	FILING DATE	STATUS	APPLICATION NUMBER
RGIS, LLC	Inventory Verification System and Method	September 4, 2008	Published	12/204435

Trademarks

UNITED STATES TRADEMARKS:

Registrations:

OWNER	TRADEMARK	REGISTRATION DATE	STATUS	REGISTRATION NUMBER
RGIS, LLC	RGIS	September 19, 2006	Registered	3144292
RGIS, LLC	AUDIT	April 4, 2006	Registered ¹	3075872
RGIS, LLC	AUDIT	August 7, 1984	Renewed ²	1289504
RGIS, LLC	SMARTSPACE	March 1, 2011	Registered	3926220
RGIS, LLC	SMARTSPACE by RGIS & Design	March 1, 2011	Registered	3926221
RGIS, LLC	SMARTSPACE & Design	March 1, 2011	Registered	3926222
RGIS, LLC	STORPLANNER	March 13, 2012	Registered	4113209
RGIS, LLC	RM-1	October 18, 2011	Registered	4042320

Applications:

OWNER	TRADEMARK	FILING DATE	STATUS	APPLICATION NUMBER
RGIS, LLC	VISUALCOUNT	May 5, 2010	Pending ITU	85/030557
RGIS, LLC	STORVIEWER	September 24, 2010	Pending ITU	85/137254
RGIS, LLC	EXACTCOUNT	January 5, 2011	Pending ITU	85/210610
RGIS, LLC	EXACTCOUNT	October 24, 2011	Pending ITU	85/454268

¹ Registration No. 3075872 will be allowed to lapse for failure to file a Section 8 Affidavit prior to the April 4, 2012 deadline, subject to a 6-month grace period to file the Affidavit.

² Registration No. 1289504 will be allowed to lapse for failure to file a Sections 8 and 9 Renewal prior to the August 7, 2014 deadline, subject to a 6-month grace period to file the Renewal.