

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
Time-O-Matic, Inc.		10/02/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	The Governor and Company of the Bank of Ireland
Street Address:	Head Office, Lower Baggot Street
City:	Dublin 2
State/Country:	IRELAND
Entity Type:	LIMITED LIABILITY COMPANY: IRELAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4379104	WATCHFIRE
Registration Number:	3232119	IGNITE
Registration Number:	3212056	IGNITE
Registration Number:	3122498	TIME-O-MATIC
Registration Number:	2842512	WATCHFIRE
Registration Number:	2854436	WATCHFIRE
Registration Number:	2814703	

CORRESPONDENCE DATA

Fax Number: 2026638007
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2026638000
 Email: dctm@pillsburylaw.com
 Correspondent Name: Patrick J. Jennings
 Address Line 1: 2300 N Street, N.W.
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

CH \$190.00 4379104

ATTORNEY DOCKET NUMBER:	69784-2
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	10/14/2013
Total Attachments: 5 source=Watchfire - First Lien IP Security Agreement (Trademarks) (Executed)#page1.tif source=Watchfire - First Lien IP Security Agreement (Trademarks) (Executed)#page2.tif source=Watchfire - First Lien IP Security Agreement (Trademarks) (Executed)#page3.tif source=Watchfire - First Lien IP Security Agreement (Trademarks) (Executed)#page4.tif source=Watchfire - First Lien IP Security Agreement (Trademarks) (Executed)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of October 2, 2013 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS:

WHEREAS, reference is made to that certain First Lien Guarantee and Collateral Agreement, dated as of October 2, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”; capitalized terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired (collectively, the “**Intellectual Property Collateral**”):

All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on **Schedule 1** hereto, all goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement

and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

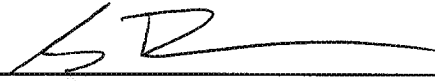
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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


TIME-O-MATIC, INC.,
as Grantor

By: 
Name: Frank M. Dwyer
Title: Chief Financial Officer

**THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent**

By: 





Name: Shaun Della Vedova
Title: Director

By: 

Name: Ricardo Nunes
Title: Vice President

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

#	Trademark	Appln. No.	Appln Date	Reg. No.	Reg. Date	Owner
1.	WATCHFIRE watchfire 	85775067	11/8/12	4379104	8/6/13	Time-O-Matic, Inc.
2.	IGNITE  IGNITE	76633484	3/10/05	3232119	4/24/07	Time-O-Matic, Inc.
3.	IGNITE	76633483	3/10/05	3212056	2/27/07	Time-O-Matic, Inc.
4.	TIME-O-MATIC	76644582	8/8/05	3122498	8/1/06	Time-O-Matic, Inc.
5.	WATCHFIRE watchFire 	76491024	2/19/03	2842512	5/18/04	Time-O-Matic, Inc.
6.	WATCHFIRE	76365158	1/30/02	2854436	1/15/04	Time-O-Matic, Inc.
7.	Design 	76489549	2/14/03	2814703	2/17/04	Time-O-Matic, Inc.