

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300804

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Systec Corporation		04/01/2014	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	251 N. Illinois Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77094296	APS	
CORRESPONDENCE DATA			
Fax Number:	3172371000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	317-237-1089		
Email:	tmindy@faegrebd.com		
Correspondent Name:	Louis T. Perry		
Address Line 1:	300 N. Meridian Street		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	SYSTEC CORPORATION		
NAME OF SUBMITTER:	Louis T. Perry		
SIGNATURE:	/Louis T. Perry/		
DATE SIGNED:	04/09/2014		
Total Attachments: 6			
source=Patent and Trademark Security Agreement (Fifth Third_Systec) (2)#page1.tif			
source=Patent and Trademark Security Agreement (Fifth Third_Systec) (2)#page2.tif			
source=Patent and Trademark Security Agreement (Fifth Third_Systec) (2)#page3.tif			
source=Patent and Trademark Security Agreement (Fifth Third_Systec) (2)#page4.tif			
source=Patent and Trademark Security Agreement (Fifth Third_Systec) (2)#page5.tif			

CH \$40.00 77094296

TRADEMARK

PATENT AND TRADEMARK
SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2014, by SYSTEC CORPORATION, an Indiana corporation ("Grantor"), in favor of FIFTH THIRD BANK, an Ohio banking corporation ("Lender").

W I T N E S S E T H:

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Patent Collateral and the Trademark Collateral;

WHEREAS, Grantor and Lender are parties to that certain Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") pursuant to which, among other things, Lender makes certain loans and other financial accommodations to Grantor.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that, among other things: (a) Grantor enter into a Security Agreement dated as of the date hereof in favor of Lender (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"); and (b) the Grantor execute this Patent and Trademark Security Agreement in order to grant a security interest in favor of Lender to secure the Obligations (as defined in the Credit Agreement) as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations for the benefit of Lender and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

- (a) all Patents owned by Grantor, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.

3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing security interest in all of Grantor's rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all Trademarks owned by Grantor, including those referred to on Schedule II hereto;

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

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral and the Trademark Collateral 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.

Signature page follows

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

SYSTEC CORPORATION

By: 

Michael F. Harris, President

ACCEPTED AND ACKNOWLEDGED BY:

FIFTH THIRD BANK

By: 

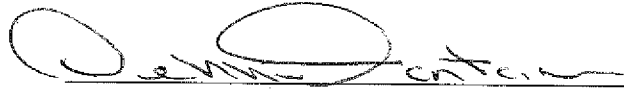
Guy E. Johnson, Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF INDIANA)
)
COUNTY OF HAMILTON) ss.

Before me, a Notary Public in and for said County and State, personally appeared Michael F. Harris, the President of Systec Corporation, who, being first duly sworn, acknowledged the execution of the foregoing Patent and Trademark Security Agreement for and on behalf of said company, as its duly authorized representative.

Witness my hand and Notarial Seal this 28th day of March 2014.



Dennis Fentel Notary Public

My County of Residence: Warrick
My Commission Expires: 8-21-2019

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT
PATENT REGISTRATIONS

Patents:

Country	Patent	Appl. No.	Appl. Date	Patent No.	Patent Date
U.S.	Transfer Car for a Conveyer System	09/165,397	10/2/1998	6,116,842	09/12/2000
U.S.	Pallet Loading Apparatus	09/915,054	7/25/2001	6,866,469	03/15/2005
U.S.	Dunnage Sheet Removal Apparatus	11/155,983	6/17/2005	7,322,923	01/29/2008
U.S.	Scissors Lift Guard for a Sheet Material Conveyer	12/724,033	03/15/2010	8,127,919	03/06/2012
U.S.	Lateral Load Builder Apparatus	12/564,805	09/22/2009	8,167,120	05/01/2012
U.S.	Load Pallet Sleeve Dispensing Apparatus	13/217,343	08/25/2011	8,684,167	04/01/2014

Patent Applications:

Country	Patent	Appl. No.	Appl. Date
U.S.	Ground Location of Work Truck	13/231,793	09/13/2011
U.S.	Compression Conveyer for Strapping System	13/435,074	03/30/2012

SCHEDULE II
to
PATENT AND TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Country	Patent	Appl. No.	Appl. Date	Reg. No.	Reg. Date
U.S.	APS, Absolute Positioning System	77/094,296	01/30/2007	3,364,513	01/08/2008