

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM309921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Distech Systems, Inc.		06/25/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	109 West Market Street		
City:	York		
State/Country:	PENNSYLVANIA		
Postal Code:	17401		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4139044	DS	
CORRESPONDENCE DATA			
Fax Number:	3125693459		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-569-1459		
Email:	melissa.dillenbeck@dbr.com, linda.prainito@dbr.com		
Correspondent Name:	Drinker Biddle & Reath LLP		
Address Line 1:	191 North Wacker Drive, Suite 3700		
Address Line 2:	Melissa S. Dillenbeck, Esq.		
Address Line 4:	Chicago, ILLINOIS 60606-1698		
ATTORNEY DOCKET NUMBER:	466593		
NAME OF SUBMITTER:	Melissa S. Dillenbeck		
SIGNATURE:	/Melissa S. Dillenbeck/		
DATE SIGNED:	07/08/2014		
Total Attachments: 4			
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UNITED STATES TRADEMARK SECURITY AGREEMENT

This UNITED STATES TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of June 25, 2014 is made by and between Manufacturers and Traders Trust Company (together with its successors and assigns, in such capacity, the “**Lender**”), and Distech Systems Inc., a New York corporation (together with its successors and permitted assigns, the “**Grantor**”).

WHEREAS, this Agreement will be filed with the United States Patent and Trademark Office to among other things indicate that Lender is collateral assignee with respect to the Marks (as defined herein) listed on Exhibit 1 hereto;

WHEREAS, Grantor is the owner of certain trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, designs, domain names and other source or business identifiers now existing and hereafter adopted or acquired, including, without limitation, those listed on Exhibit 1 hereto, together with pending applications and/or registrations therefor, all registrations and recordings thereof, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, or otherwise, all rights to obtain any reissues, renewals or extensions of the foregoing, all common law rights related thereto, the goodwill associated therewith, all licenses for any of the foregoing, and all causes of action arising prior to or after the date hereof for infringement, dilution, misappropriation, violation and unfair competition of or regarding the same, (collectively, the “**Marks**”); and

WHEREAS, the Grantor executed a Joinder to Pledge Agreement, Subsidiary Guaranty and Security Agreement, dated as of June 12, 2014, pursuant to which Grantor granted and agreed to grant to Lender a security interest in certain of its assets to secure obligations owing to Lender and certain other lenders; and

NOW, THEREFORE, for good and valuable consideration, Grantor hereby pledges and grants (and confirms and ratifies all other pledges and grants heretofore made to Lender) to Lender a security interest and lien in and to the Marks.

[Signature Page Follows]

Executed as of the date first above written.

Grantor: Distech Systems Inc.

By Edward J. Pelta
Name: EDWARD J. PELTA
Title: Vice President

[Signature Page to United States Trademark Security Agreement]

Mark

U.S. Trademark Reg. No. 4,139,044 for DS and Design



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