TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321580

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZIH Corp.		10/27/2014	CORPORATION: DELAWARE
Multispectral Solutions, Inc.		10/27/2014	CORPORATION: DELAWARE
Zebra Enterprise Solutions Corp.		10/27/2014	CORPORATION: CALIFORNIA
Symbol Technologies, Inc.		10/27/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as the Collateral Agent
Street Address:	1300 Thames Street
Internal Address:	4th Floor
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 77

Property Type	Number	Word Mark
Registration Number:	3011960	MULTISPECTRAL SOLUTIONS, INC.
Registration Number:	1340396	SYMBOL
Registration Number:	2016279	SPECTRUM 24
Registration Number:	2287451	AIRBEAM
Registration Number:	3400419	PHASER
Registration Number:	3819968	SYMBOL
Registration Number:	3261384	WIRELESS NETWORKER
Registration Number:	2822180	MYSYMBOLCARE
Registration Number:	3339090	SERVICE FROM THE START
Registration Number:	3542784	SYMBOL
Registration Number:	3619106	SYMBOL
Registration Number:	3672015	SYMBOL
Registration Number:	3297525	SYMBOL
Registration Number:	2488604	WHERENET
Registration Number:	2493253	WHERENET

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Property Type	Number	Word Mark
Registration Number:	4433730	
Registration Number:	1835287	BAR-ONE
Registration Number:	3231553	COMFYCUFF
Registration Number:	3550084	COMFYCURVE
Registration Number:	2144080	ELTRON
Registration Number:	1789176	ELTRON
Registration Number:	3671190	FAMILY BAND
Registration Number:	3698958	FAMILY BAND
Registration Number:	3450344	FUSION BAND
Registration Number:	3583843	INTEGRA
Registration Number:	2550744	LASER BAND
Registration Number:	3107795	LASERBAND
Registration Number:	3719078	LASERBAND DURA
Registration Number:	3410495	LASERBAND LABELBAND
Registration Number:	2849741	LASERBAND2
Registration Number:	4105835	LASERBAND360
Registration Number:	4534220	LINK-OS
Registration Number:	3059606	MAKE NO MISTAKE
Registration Number:	3660557	OMNIBAND
Registration Number:	2892865	PARTNER
Registration Number:	2859821	PARTNERSFIRST
Registration Number:	2939512	PREMIERPARTNER
Registration Number:	3066023	SMART PRINTHEAD
Registration Number:	3163788	STAT*BAND
Registration Number:	3169738	STATBAND
Registration Number:	1796907	STRIPE
Registration Number:	3761511	
Registration Number:	2566049	TRUE COLOURS
Registration Number:	2473165	Z SERIES
Registration Number:	2017647	Z-BAND
Registration Number:	2173307	ZEBRA
Registration Number:	1566752	ZEBRA
Registration Number:	4050058	ZEBRA
Registration Number:	3043779	ZEBRA
Registration Number:	4128951	ZEBRA
Registration Number:	1274816	ZEBRA
Registration Number:	1561793	
Registration Number:	4050059	
Registration Number:	3043780	

Property Type	Number	Word Mark
Registration Number:	4128950	
Registration Number:	1360141	
Registration Number:	2059897	
Registration Number:	2120347	ZEBRANET
Registration Number:	1486785	ZPL
Registration Number:	1820502	ZPL II
Registration Number:	1618699	Z-ULTIMATE
Serial Number:	86202866	ELTRON
Serial Number:	86288968	ENTERPRISE ASSET INTELLIGENCE
Serial Number:	85827195	VISIBLE VALUE CHAIN
Serial Number:	85865954	ZATAR
Serial Number:	86287838	Z-BAND FUSION
Serial Number:	86143372	ZEBRA
Serial Number:	86153621	ZEBRA
Serial Number:	86350625	ZEBRA
Serial Number:	86143411	
Serial Number:	86153626	
Serial Number:	86350623	
Serial Number:	86079094	ZEBRA MOTION WORKS
Serial Number:	86086943	ZEBRA MOTIONWORKS
Serial Number:	86153623	ZEBRA TECHNOLOGIES
Serial Number:	86143430	ZEBRA TECHNOLOGIES
Serial Number:	86351945	ZEBRA TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F152389
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	10/29/2014

Total Attachments: 12

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ADDITIONAL CONVEYING PARTIES:

Multispectral Solutions, Inc., a Delaware corporation

Zebra Enterprise Solutions Corp., a California corporation

Symbol Technologies, Inc., a Delaware corporation

TRADEMARK SECURITY AGREEMENT

WHEREAS, ZIH Corp., a Delaware corporation, Multispectral Solutions, Inc., a Delaware corporation, Zebra Enterprise Solutions Corp., a California corporation, and Symbol Technologies, Inc., a Delaware corporation (each, a "**Grantor**" and collectively, the "**Grantors**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantors are party to a Security Agreement dated as of October 27, 2014 (the "**Security Agreement**"), by and among the Grantors, the other grantors party thereto and Morgan Stanley Senior Funding, Inc., as the Collateral Agent for the Secured Parties (in such capacity, the "**Collateral Agent**"), pursuant to which the Grantors granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement (this "**Agreement**").

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of each Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"), other than Excluded Property:

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**");

(ii) all goodwill of such Grantor's business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office (but only until such statement or amendment is filed and accepted by the United States Patent and Trademark Office), and solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

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

ZIH CORP.

By: _____
Name: Michael C. Smiley
Title: Vice President and Treasurer

MULTISPECTRAL SOLUTIONS, INC.

By: _____
Name: Todd R. Naughton
Title: Vice President and Treasurer

ZEBRA ENTERPRISE SOLUTIONS CORP.

By: _____
Name: Todd R. Naughton
Title: Vice President and Treasurer

SYMBOL TECHNOLOGIES, INC.

By: _____
Name: Todd R. Naughton
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

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

ZIH CORP.

By: _____
Name: Michael C. Smiley
Title: Vice President and Treasurer

MULTISPECTRAL SOLUTIONS, INC.

By: _____
Name: Todd R. Naughton
Title: Vice President and Treasurer

ZEBRA ENTERPRISE SOLUTIONS CORP.

By: _____
Name: Todd R. Naughton
Title: Vice President and Treasurer

SYMBOL TECHNOLOGIES, INC.

By: _____
Name: Todd R. Naughton
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as the Collateral Agent

By: _____
Name: Jon Raymond
Title: Authorized Signatory

By: _____
Name: Jon Raymond
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

Owner	Trademark	Registration No.	Registration Date
Multispectral Solutions, Inc.	MULTISPECTRAL SOLUTIONS, INC.	3,011,960	February 11, 2003
Symbol Technologies, Inc.	SYMBOL & Design	1,340,396	June 11, 1985
Symbol Technologies, Inc.	SPECTRUM 24	2,016,279	November 12, 1996
Symbol Technologies, Inc.	AIRBEAM	2,287,451	October 19, 1999
Symbol Technologies, Inc.	PHASER	3,400,419	March 25, 2008
Symbol Technologies, Inc.	SYMBOL & Design	3,819,968	July 20, 2010
Symbol Technologies, Inc.	WIRELESS NETWORKER	3,261,384	July 10, 2007
Symbol Technologies, Inc.	MYSYMBOLCARE	2,822,180	March 16, 2004
Symbol Technologies, Inc.	SERVICE FROM THE START	3,339,090	November 20, 2007
Symbol Technologies,	SYMBOL & Design	3,542,784	December 9, 2008

Owner	Trademark	Registration No.	Registration Date
Inc.	symbol		
Symbol Technologies, Inc.	SYMBOL	3,619,106	May 12, 2009
Symbol Technologies, Inc.	SYMBOL & Design symbol	3,672,015	August 25, 2009
Symbol Technologies, Inc.	SYMBOL	3,297,525	September 25, 2007
Zebra Enterprise Solutions Corp.	WHERENET	2,488,604	September 11, 2001
Zebra Enterprise Solutions Corp.	WHERENET	2,493,253	September 25, 2001
ZIH Corp.		4,433,730	November 12, 2013
ZIH Corp.	BAR-ONE	1,835,287	May 10, 1994
ZIH Corp.	COMFYCUFF	3,231,553	April 17, 2007
ZIH Corp.	COMFYCURVE	3,550,084	December 23, 2008
ZIH Corp.	ELTRON	2,144,080	March 17, 1998
ZIH Corp.	ELTRON	1,789,176	August 24, 1993
ZIH Corp.	FAMILY BAND	3,671,190	August 18, 2009
ZIH Corp.	FAMILY BAND	3,698,958	October 20, 2009
ZIH Corp.	FUSION BAND	3,450,344	June 17, 2008
ZIH Corp.	INTEGRA	3,583,843	March 3, 2009
ZIH Corp.	LASER BAND	2,550,744	March 19, 2002
ZIH Corp.	LASERBAND and Design LASERBAND	3,107,795	June 20, 2006

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Owner	Trademark	Registration No.	Registration Date
ZIH Corp.	LASERBAND DURA	3,719,078	December 1, 2009
ZIH Corp.	LASERBAND LABELBAND	3,410,495	April 8, 2008
ZIH Corp.	LASERBAND2	2,849,741	June 1, 2004
ZIH Corp.	LASERBAND360	4,105,835	February 28, 2012
ZIH Corp.	LINK-OS	4,534,220	May 20, 2014
ZIH Corp.	MAKE NO MISTAKE	3,059,606	February 14, 2006
ZIH Corp.	OMNIBAND	3,660,557	July 28, 2009
ZIH Corp.	PARTNER and Design PARTNER	2,892,865	October 12, 2004
ZIH Corp.	PARTNERSFIRST	2,859,821	July 6, 2004
ZIH Corp.	PREMIERPARTNER	2,939,512	April 12, 2005
ZIH Corp.	SMART PRINTHEAD	3,066,023	March 7, 2006
ZIH Corp.	STAT*BAND	3,163,788	October 24, 2006
ZIH Corp.	STATBAND	3,169,738	November 7, 2006
ZIH Corp.	STRIPE	1,796,907	October 5, 1993
ZIH Corp.	Stripe Design	3,761,511	March 16, 2010
ZIH Corp.	TRUE COLOURS	2,566,049	April 30, 2002
ZIH Corp.	Z SERIES	2,473,165	July 31, 2001
ZIH Corp.	Z-BAND	2,017,647	November 19, 1996
ZIH Corp.	ZEBRA	2,173,307	July 14, 1998
ZIH Corp.	ZEBRA	1,566,752	November 21, 1989
ZIH Corp.	ZEBRA	4,050,058	November 1, 2011
ZIH Corp.	ZEBRA	3,043,779	January 17, 2006
ZIH Corp.	ZEBRA	4,128,951	April 17, 2012
ZIH Corp.	ZEBRA	1,274,816	April 24, 1984
ZIH Corp.	Zebra Head Design	1,561,793	October 24, 1989

Owner	Trademark	Registration No.	Registration Date
ZIH Corp.	Zebra Head Design	4,050,059	November 1, 2011
ZIH Corp.	Zebra Head Design	3,043,780	January 17, 2006
ZIH Corp.	Zebra Head Design	4,128,950	April 17, 2012
ZIH Corp.	Zebra Head Design	1,360,141	September 17, 1985
ZIH Corp.	Zebra Head Design	2,059,897	May 6, 1997
ZIH Corp.	ZEBRANET	2,120,347	December 9, 1997
ZIH Corp.	ZPL	1,486,785	May 3, 1988
ZIH Corp.	ZPL II	1,820,502	February 8, 1994
ZIH Corp.	Z-ULTIMATE	1,618,699	October 23, 1990

U.S. TRADEMARK APPLICATIONS

Owner	Trademark	Application No.	Application Date
ZIH Corp.	ELTRON	86/202,866	February 24, 2014
ZIH Corp.	ENTERPRISE ASSET INTELLIGENCE	86/288,968	May 22, 2014
ZIH Corp.	VISIBLE VALUE CHAIN	85/827,195	January 18, 2013
ZIH Corp.	ZATAR	85/865,954	March 4, 2013
ZIH Corp.	Z-BAND FUSION	86/287,838	May 21, 2014
ZIH Corp.	ZEBRA	86/143,372	December 13, 2013
ZIH Corp.	ZEBRA	86/153,621	December 28, 2013
ZIH Corp.	ZEBRA	86/350,625	July 28, 2014
ZIH Corp.	Zebra Head Design	86/143,411	December 13, 2013
ZIH Corp.	Zebra Head Design	86/153,626	December 28, 2013
ZIH Corp.	Zebra Head Design	86/350,623	July 28, 2014
ZIH Corp.	ZEBRA MOTION WORKS	86/079,094	September 30, 2013
ZIH Corp.	ZEBRA MOTIONWORKS	86/086,943	October 9, 2013
ZIH Corp.	ZEBRA TECHNOLOGIES	86/153,623	December 28, 2013
ZIH Corp.	ZEBRA TECHNOLOGIES & Design	86/143,430	December 13, 2013

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Owner	Trademark	Application No.	Application Date
ZIH Corp.	ZEBRA TECHNOLOGIES & Design	86/351,945	July 30, 2014

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