

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323959

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carlson Systems Holdings, Inc.		11/20/2014	CORPORATION: DELAWARE
Carlson Systems, LLC		11/20/2014	LIMITED LIABILITY COMPANY: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fidus Mezzanine Capital II, L.P.		
<b>Street Address:</b>	1603 Orrington Avenue		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Evanston		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60201		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2537667	CARLSON SYSTEMS	
<b>Registration Number:</b>	3717412	CARLSON SYSTEMS ENGINEERING	
<b>Registration Number:</b>	4392843	PROP-LOCK	
<b>Registration Number:</b>	4392844	PROP-LOCK	
<b>Registration Number:</b>	3659669	PIONEER	
<b>Registration Number:</b>	3659670	PIONEER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043393470		
<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>			
<b>Email:</b>	ecampbell@rbh.com		
<b>Correspondent Name:</b>	Elizabeth Campbell		
<b>Address Line 1:</b>	101 N. Tryon Street		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28246		
<b>NAME OF SUBMITTER:</b>	Elizabeth Campbell		
<b>SIGNATURE:</b>	/Elizabeth Campbell/		
		<b>TRADEMARK</b>	

OP \$165.00 2537667

**DATE SIGNED:**

11/21/2014

**Total Attachments: 9**

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## TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT

THIS TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of this 20th day of November, 2014 by **CARLSON SYSTEMS HOLDINGS, INC.**, a Delaware corporation ("Holdings"), and **CARLSON SYSTEMS, LLC**, a Nebraska limited liability company ("Carlson"), and together with Holdings and each Person joined hereto from time to time, collectively, the "Grantors" and each a "Grantor"), in favor of **FIDUS MEZZANINE CAPITAL II, L.P.**, as a Lender and in its capacity as collateral agent for the Lenders ("Agent").

WHEREAS, Grantors (together with each Person joined as a borrower to the Loan Agreement from time to time, collectively the "Borrowers" and each a "Borrower") have entered into that certain Senior Subordinated Loan and Security Agreement dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") with the Persons party thereto from time to time as lenders (the "Lenders") and Agent, pursuant to which Agent and Lenders have agreed to make loans and extend other make other extensions of credit to Borrowers; and

WHEREAS, Grantors have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, patents and copyrights, together with the goodwill of the business symbolized by Grantors' trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree with Agent as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for Agent's benefit and the benefit of Lenders, a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) All federally registered trademarks, trademark applications, federally registered patents and patent applications now owned and hereafter acquired by such Grantor, including without limitation those listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with all reissues,

continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(ii) all products and proceeds of the foregoing, including without limitation, all claims by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark; and

(iii) (a) all of such Grantor's now-owned or existing and hereafter acquired or arising, right, title and interest in and to any and all copyrights and copyrightable works (whether statutory or common law, whether established or registered in the United States or any country or any political subdivision thereof), copyright registrations and renewals ("Registrations"), and applications for copyright registrations and renewals ("Applications", together with the Registrations, the "Copyrights"), including without limitation the Copyrights set forth on Schedule II attached hereto, (b) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all other rights corresponding thereto throughout the world, and (e) all products and proceeds thereof.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Patents and Copyrights without prior written consent of Required Lenders. Each Grantor shall notify the Agent in writing pursuant to the notice provisions of the Loan Agreement and no later than five (5) Business Days after acquiring any rights in, to and/or under any and all Trademarks, Patents, and Copyrights that are not listed on the Schedules hereto, and such written notice shall include such details concerning such Trademarks, Patents and Copyrights as Agent may reasonably request in order to perfect and continue the perfection of Agent's security interest hereunder, and each Grantor hereby authorizes the Agent to update the Schedules to this Agreement at any time and from time to time to incorporate such information. Each Grantor shall notify the Agent in writing pursuant to the notice provisions of the Loan Agreement and no later than five (5) Business Days after becoming aware of any claim by any Person that such Grantor's use of any Trademark, Patent and/or Copyright infringes upon and/or violates the intellectual property rights of such Person.

4. Representations and Warranties. Each Grantor hereby represents and warrants to Agent as follows: (A) the Trademarks and Patents listed on Schedule 1 attached hereto constitute all federally registered trademarks, trademark applications, federally registered patents and patent applications owned or registered to such Grantor as of the date of this Agreement and the Copyrights listed on Schedule 2 are all Registrations and Applications owned by such Grantor as of the date hereof; and (B) other than the Lien granted to Agent hereunder, such Grantor has not granted any Liens on any of its Trademarks, Patents and/or Copyrights to any other Person.


5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of laws rules.

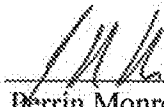
**[Signatures to appear on following pages]**

IN WITNESS WHEREOF, each Grantor has duly executed and delivered this Agreement as of the date first written above.

**CARLSON SYSTEMS HOLDINGS, INC.**

By:   
Name: Perrin Monroe  
Title: Vice President, Secretary & Assistant Treasurer

**CARLSON SYSTEMS, LLC**


By:   
Name: Derrin Monroe  
Title: Vice President, Secretary & Assistant Treasurer

Agreed and Accepted  
As of the Date First Written Above

**FIDUS MEZZANINE CAPITAL II, L.P.,**  
as Agent

By: Fidus Investment GP, LLC, its General  
Partner

By: Fidus Investment Advisors, LLC, its  
Manager

By:   
Name: Edward H. Pass  
Title: Manager

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Owner</u>	<u>Status in Patent and Trademark Office</u>	<u>Federal Registration No. /Ser. No.</u>	<u>Registration Date</u>	<u>Renewal Date</u>
CARLSON SYSTEMS	Carlson Systems Holdings, Inc.	Registered	2,537,667	2/12/2002	2/12/2022
CARLSON SYSTEMS ENGINEERING	Carlson Systems Holdings, Inc.	Registered	3,717,412		12/1/2020
CARLSON SYSTEMS ENGINEERING	Carlson Systems Holdings, Inc.	Registered	3,717,412	6/9/2009	6/30/2019
PROP-LOCK	Carlson Systems Holdings, Inc.	Registered	4,392,843	8/27/2013	8/27/2023
PROP-LOCK (and Design)	Carlson Systems Holdings, Inc.	Registered	4,392,844	8/27/2013	8/27/2023
PIONEER	Carlson Systems, LLC	Registered	3,659,669	7/28/2009	7/28/2019
PIONEER	Carlson Systems, LLC	Registered	3,659,670	7/29/2009	7/28/2019

**PATENT REGISTRATIONS**

<u>Application or Patent No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Issue / Publication Date</u>	<u>Expiration Date</u>	<u>Title</u>	<u>Owner</u>
None.						



**SCHEDULE 2**  
**COPYRIGHTS**

**COPYRIGHTS:**

None.

## POWER OF ATTORNEY

**CARLSON SYSTEMS HOLDINGS, INC.**, a Delaware corporation ("Holdings"), and **CARLSON SYSTEMS, LLC**, a Nebraska limited liability company ("Carlson", and together with Holdings, collectively, the "Grantors" and each a "Grantor"), hereby authorize **FIDUS MEZZANINE CAPITAL II, L.P.**, a Delaware limited partnership, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Senior Subordinated Loan and Security Agreement dated as of November 20, 2014 among Agent, the Persons which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantors (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of Grantors on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark, Patent and Copyright Security Agreement between Grantors and Agent dated as of November 20, 2014 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark, Patent and Copyright Security Agreement"), including, without limitation, the power to record its interest in any Trademarks, Patents and Copyrights (as defined in the Trademark, Patent and Copyright Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office, additional copyright registrations or applications in the United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors a supplement to the Trademark, Patent and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents or Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantors a Trademark, Patent or Copyright, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents or Copyrights to anyone else, in each case subject to the terms of the Trademark, Patent and Copyright Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantors hereby unconditionally ratify all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark, Patent and Copyright Security Agreement, the Loan Agreement and the Other Documents.

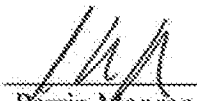
This Power of Attorney granted herein is coupled with an interest and shall be irrevocable for the life of the Trademark, Patent and Copyright Security Agreement.

IN WITNESS WHEREOF, the Grantors have executed and delivered this Power of Attorney as of the date first written above.

**CARLSON SYSTEMS HOLDINGS, INC.**

By:   
Name: Peryn Monroe  
Title: Vice President, Secretary & Assistant Treasurer

**CARLSON SYSTEMS, LLC**

By:   
Name: Perrin Monroe  
Title: Vice President, Secretary & Assistant Treasurer

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT)