

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Curtis Instruments, Inc.		07/07/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	TD Bank, N.A.		
Street Address:	3020 Westchester Avenue		
City:	Purchase		
State/Country:	NEW YORK		
Postal Code:	10577		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3335269	ENGAGE	
Registration Number:	2990598	C	
Registration Number:	2979056	ENABLE MOBILITY SYSTEM	
Registration Number:	3857761	ACUITY	
Registration Number:	2106968	SEPEX	
Registration Number:	1608893	CURTIS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	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:	F156927		
NAME OF SUBMITTER:	Ashley N. Bechtel		
SIGNATURE:	/Ashley N. Bechtel/		
DATE SIGNED:	07/08/2015		

OP \$165.00 3335269

Total Attachments: 3

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GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, CURTIS INSTRUMENTS, INC., a New York corporation (the "*Grantor*"), and TD BANK, N.A., as Administrative Agent, (the "*Administrative Agent*") are parties to a Security Agreement, dated as of July 7, 2015 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment in full of the Obligations, the Grantor collaterally assigned, mortgaged, pledged and hypothecated to the Administrative Agent, and granted to the Administrative Agent, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment in full of the Obligations, hereby collaterally assigns, mortgages, pledges and hypothecates to the Administrative Agent, and grants to the Administrative Agent, a security interest in all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "*Trademark Collateral*"):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "*Trademarks*");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is: 3020 Westchester Avenue, Purchase, New York 10577.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of July 7, 2015.

CURTIS INSTRUMENTS, INC.

By: 

Name: Stuart E. Marwell

Title: President

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of July 7, 2015

Mark	Serial Number	Registration Date
enGage	3,335,269	11/13/2007
C	2,990,598	08/30/2005
Enable Mobility System	2,979,056	07/26/2005
Acuity	3,857,761	10/5/2010
SEPEX	2,106,968	10/21/1997
CURTIS	1,608,893	08/7/1990
enGage	3,335,269	11/13/2007
C	2,990,598	08/30/2005