

08/19/2015

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/12)



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

8/19/15

103673201

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SHILOH TECHNOLOGIES, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Arkansas

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 11, 2015

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: WELLS FARGO BANK, NATIONAL ASSOCIATION

Street Address: 171 17th Street, 5th Floor

City: Atlanta

State: GA

Country: USA Zip: 30363

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other National Banking Assoc. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s)

4487254; 4487255; 3179489

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bradley E. Wahl

Internal Address: Nelson Mullins Riley & Scarborough, LLP

Street Address: 201 17th Street, NW Suite 1700

City: Atlanta

State: GA Zip: 30363

Phone Number: 404-322-6250

Docket Number: \_\_\_\_\_

Email Address: allison.lynch@nelsonmullins.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

08/25/2015 TIMBERL 00000026 4487254

Deposit Account Number \_\_\_\_\_ 40.00 OP  
02 FC:8522 \_\_\_\_\_ 50.00 OP  
Authorized User Name \_\_\_\_\_

9. Signature:

08/11/2015

Date

Bradley E. Wahl

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 005606 FRAME: 0475

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 11, 2015, is made by SHILOH TECHNOLOGIES, LLC, an Arkansas limited liability company ("Grantor"), in favor of and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Bank").

### WITNESSETH:

WHEREAS, SOFTWARE PARADIGMS INTERNATIONAL GROUP, LLC, a Georgia limited liability company ("Borrower"), and Bank have entered into a Loan and Security Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*");

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Loan Agreement and to induce Bank to make its extensions of credit to Borrower thereunder, the Grantor hereby agrees with Bank as follows:

#### Section 1. Defined Terms.

(a) Capitalized terms used herein without definition are used as defined in the Loan Agreement.

(b) Capitalized terms that are not otherwise defined herein shall have the meanings set forth herein:

"*Trademarks*" shall mean (a) all trademarks, trade names, fictitious business names, service marks, logos, trade dress and other source or business identifiers (whether registered or unregistered), and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1, (b) the right to obtain all renewals thereof, and (c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing.

"*Trademark License*" shall mean any agreement, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule 1.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages and pledges to Bank, and grants to Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "*Trademark Collateral*"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Debt at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF GEORGIA WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[SIGNATURE PAGES FOLLOW]

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

SHILOH TECHNOLOGIES, LLC, an Arkansas  
limited liability company


By: 

Name: Thomas Delbrook

Title: Chief Financial Officer

ACCEPTED AND AGREED:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:   
Name: JAMES WILSON  
Title: SVP

Trademark Security Agreement

Schedule 1

Mark	Source/Status	App. Date/ No. Reg. Date/No.	Owner
SHILOH SHILOH	USPTO Registered	App 09-JAN-2013 App 85819307 Reg 25-FEB-2014 Reg 4487254	SHILOH TECHNOLOGIES, LLC ARKANSAS LIMITED LIABILITY CO. 2003 S. 52ND STREET ROGERS, ARKANSAS, 72758
SHILOH SHILOH	USPTO Registered	App 09-JAN-2013 App 85819349 Reg 25-FEB-2014 Reg 4487255	SHILOH TECHNOLOGIES, LLC ARKANSAS LIMITED LIABILITY CO. 2003 S. 52ND STREET ROGERS, ARKANSAS, 72758
SHILOH	USPTO Registered	App 20-APR-2005 App 78612667 Reg 05-DEC-2006 Reg 3179489	SHILOH TECHNOLOGIES, LLC ARKANSAS LIMITED LIABILITY COMPANY 2003 S. 52ND STREET ROGERS, ARKANSAS, 72758