

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tillster, Inc.		09/18/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road, M/C 7578		
Internal Address:	Attn: National Documentation Services		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86071660	TILLSTER	
Serial Number:	86071649	TILLSTER	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	329034-516		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		
DATE SIGNED:	09/30/2015		
Total Attachments: 7			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (the "Agreement") is entered into as of September 18, 2015 by and between COMERICA BANK ("Bank") and TILLSTER, INC., a Delaware corporation (F/K/A EMN8, INC.) ("Grantor") and amends and restates, in its entirety, that certain Intellectual Property Security Agreement by and between Bank and Grantor, dated as of October 7, 2008 (the "Original IP Security Agreement").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank, Grantor and Snapfinger, Inc. dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank (other than the Warrants), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank (other than the Warrants), Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original IP Security Agreement. All security interests granted under the Original IP Agreement are hereby confirmed and ratified and shall continue to secure all obligations under this Agreement and the Loan Agreement.

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IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

5959 Cornerstone Court West, Suite 100
San Diego, CA 92121
Attn: Chief Executive Officer

TILLSTER, INC.

By:

 JOHN REDDING

Title:

CEO

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By:

Title:

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

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GRANTOR:

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5959 Cornerstone Court West, Suite 100
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Attn: Chief Executive Officer

TILLSTER, INC.

By: _____

Title: _____

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By:  _____

Title: SVP _____

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description
None registered

Registration Number

Registration Date

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Point of sale computer system delivering composited two-and three-dimensional images	7801763	9/21/10
Point of sale computer system delivering composited two-and three-dimensional images	8234171	7/31/12
Customer operated ordering kiosk having modular hardware configuration including overlay and inlay plates	8276735	10/2/12
Point of sale computer system delivering composited two-and three-dimensional images	8438065	5/7/13
Customer operated ordering kiosk having modular hardware configuration including overlay and inlay plates	8589963	4/8/14
Point of sale computer system delivering composited two-and three-dimensional images	10454010	6/3/03
Customer operated ordering system and method that issues admission tickets but does not dispense products	10461131	6/12/03
Customer operated ordering system and method that accepts coupons with interactive multimedia content	10461141	6/12/03
Customer operated ordering system that sets prices based on customer profile	10462114	6/12/03
Customer operated ordering system that sets prices based on customer profile	11296570	12/6/05
SKU translation between point of sale systems in kiosk-based quick service restaurant environments	12167047	7/2/08
Kiosk device management in quick service restaurant environments	12391140	2/23/09
System and method of providing digital media management in a quick service restaurant environment	12506921	7/21/09
Point of sale computer system delivering composited two-and three-dimensional images	13888297	5/6/13
Mobile loyalty and payment system using temporary short codes	14269020	5/2/14
System and method for a wireless mobile device interface integrated with a restaurant point of sale system and with a cloud-accessible data center for querying a database of customer information	14604577	1/23/15

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
TILLSTER	86071660	9/23/13
TILLSTER	86071649	9/23/13
MENUM8	7758240	9/30/08
ORDERM8	7758239	9/30/08