

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 W. Monroe Street		
Internal Address:	17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1488205	PRECON	
Registration Number:	3281825	KELE	
Registration Number:	3622331	AUTOPHOS	
Registration Number:	3753098	INSTA-PANEL	
Registration Number:	4158588	ENGENIUS	
Serial Number:	85557969	ENGENUS	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	817992-10		
NAME OF SUBMITTER:	jean paterson		
SIGNATURE:	/jep/		

CH \$165.00 1488205

DATE SIGNED:	10/05/2015
Total Attachments: 8 source=817922-10-TM#page1.tif source=817922-10-TM#page2.tif source=817922-10-TM#page3.tif source=817922-10-TM#page4.tif source=817922-10-TM#page5.tif source=817922-10-TM#page6.tif source=817922-10-TM#page7.tif source=817922-10-TM#page8.tif	

**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Assignment"), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, "GECC"), acting in its capacity as the current and resigning administrative agent (in such capacity, the "Retiring Agent") and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, "Antares"), acting in its capacity as the successor administrative agent (in such capacity, the "Successor Agent").

RECITALS:

WHEREAS, KELE, INC., a Delaware corporation, as "Grantor", and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Agreements") covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

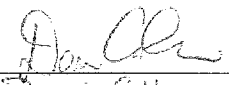
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

– Remainder of Page Intentionally Left Blank; Signature Page(s) Follow –

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 
Name: Denis Collins
Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

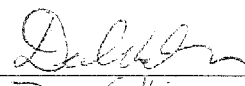
By: 
Name: Denis Collins
Title: Duly Authorized Signatory

EXHIBIT A

1. Trademark Security Agreement between Grantor and Retiring Agent, as filed with the United States Patent and Trademark Office on December 06, 2007 at Reel 4815, Frame 0425.
2. Trademark Security Agreement between Grantor and Retiring Agent, as filed with the United States Patent and Trademark Office on July 06, 2012 at Reel 3671, Frame 0955.
3. Copyright Security Agreement between Grantor and Retiring Agent, dated November 30, 2007, as filed with the United States Copyright Office on December 10, 2007 at Volume 3560, Page 015.
4. Patent Security Agreement between Grantor and Retiring Agent, as filed with the United States Patent and Trademark Office on December 05, 2007 at Reel 20200, Frame 0677.

IP Assignment (Kele)

EXHIBIT B

See attached.

IP Assignment (Kele)

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Trademark	Registration #	Registration Date
Kele, Inc.	PRECON	1,488,205	May 17, 1988
Kele, Inc.	KELE	3,281,825	August 21, 2007

2. TRADEMARK APPLICATIONS

None.

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Name of Owner</u>	<u>Trademark</u>	<u>Registration #</u>	<u>Registration Date</u>
Kele, Inc.	AUTOPHOS	3,622,331	5/19/2009
Kele, Inc.	INSTA-PANEL	3,753,098	2/23/2010
Kele, Inc.	ENGENIUS	4,158,588	6/12/2012

2. TRADEMARK APPLICATIONS

<u>Name of Owner</u>	<u>Trademark</u>	<u>Application #</u>	<u>Application Date</u>
Kele, Inc.	ENGENIUS	85557969	3/1/2012

SCHEDULE I
TO
COPYRIGHT SECURITY AGREEMENT

Copyright Registrations

1. REGISTERED COPYRIGHTS

Owner	Copyright	Registration #	Registration Date
Kele, Inc.	2006 Catalogue	VA 1-398370	February 12, 2007

2. COPYRIGHT APPLICATIONS

None.

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

None.

2. PATENT APPLICATIONS

Owner	Patent	Application #	Application Date
Kele, Inc.	Sensor or capacitance measuring with a microprocessor	11/158,393	June 21, 2005