

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM358266

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iControl Systems USA, LLC		10/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	6011 Connection Drive		
Internal Address:	iControl Systems USA, LLC Account Manager		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85840517	HARMONY BY ICONROL	
Serial Number:	85470576	DATATRUE	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	214-661-7324		
Email:	sbertino@velaw.com		
Correspondent Name:	Shannon Bertino		
Address Line 1:	2001 Ross Ave, Ste 3700		
Address Line 2:	c/o Vinson & Elkins LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	GOL406/36005		
NAME OF SUBMITTER:	Shannon Bertino		
SIGNATURE:	/Shannon Bertino/		
DATE SIGNED:	10/12/2015		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 9, 2015 (this “**Agreement**”), is made by ICONTROL SYSTEMS USA, LLC, a Delaware limited liability company (the “**Assignor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent for the Secured Parties (in such capacity, the “**Assignee**”). Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in that certain Pledge and Security Agreement, dated October 9, 2015, between the Assignor, the other Grantors party thereto and the Assignee (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, the Assignor is the applicant or registrant for the Trademarks listed on **Schedule 1** hereto (the “**Assigned Trademarks**”), which Assigned Trademarks are registered or applied for in the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, the Assignor has pledged and assigned to the Assignee, and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

Section 1. Grant of Security. The Assignor hereby pledges and grants to the Assignee a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) the Assigned Trademarks, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 2. Recordation. The Assignor hereby authorizes the Commissioner for Trademarks and any other relevant Governmental Authority to record and register this Agreement upon request by the Assignee.

Section 3. Credit Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Assignee with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

Section 4. Authorization to Supplement. The Assignor hereby authorizes the Assignee unilaterally to modify this Agreement by amending Schedule 1 to include any future Trademarks or Trademark Licenses. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Assignee's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 attached hereto.

Section 5. Execution and Delivery. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission (including "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 6. Successors and Assigns. This Agreement shall be binding on the Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns.

Section 7. Modifications. This Agreement or any provision hereof may not be amended, restated, waived, terminated or otherwise modified except in accordance with the amendment provisions of the Security Agreement.

Section 8. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE ASSIGNEE AND THE ASSIGNOR HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed as of the date first above written by its duly authorized officers.

ICONTROL SYSTEMS USA, LLC

By: 

Name: Chanan Zlotnitsky

Title: Co-Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005643 FRAME: 0005

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademark	Serial No.	Registration No.	Registration Date
Harmony by iControl	85840517	4406341	9/24/2013
DataTrue	85470576	4171368	7/10/2012