

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dematic Reddwerks Corporation		12/23/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4445065	REDDWERKS DISTRIBUTION SCIENCE	
Registration Number:	4445064	DISTRIBUTION SCIENCE	
Registration Number:	4356609	REDDWERKS WMS.WCS.CCS	
Registration Number:	3110612	REDDWERKS	
Registration Number:	3143543	REDDWERKS CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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:	2128598778		
Email:	novika.ishar@friedfrank.com		
Correspondent Name:	Novika Ishar		
Address Line 1:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	0003-12		
NAME OF SUBMITTER:	Novika Ishar		
SIGNATURE:	/NI/		
DATE SIGNED:	12/28/2015		

CH \$140.00 4445065

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated December 23, 2015, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Mirror Bidco Corp., a Delaware corporation, has entered into a Credit Agreement dated as of December 28, 2012 (as amended by the Incremental Commitments Amendment, dated as of January 27, 2014, and as may be further amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with DH Services Luxembourg S.à r.l., a private limited company (*société à responsabilité limitée*) governed by the laws of Luxembourg, Mirror Bidco Limited, a company incorporated under the laws of England and Wales, certain Lenders party thereto, Credit Suisse AG, Cayman Islands Branch as the Collateral Agent and the other Agents named therein. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated December 28, 2012 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated December 28, 2012.

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto;
- (ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby ("**Trademarks**"), including the Trademarks set forth in Schedule B;
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vi) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and/or all of the foregoing or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Additional Collateral,” shall not include any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor, the Parent or any Subsidiary of the Parent), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, *provided* that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment and performance of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)), including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest,

fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.


SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflict of law principles thereof that would require application of laws of another jurisdiction.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

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DEMATIC REDDWERKS CORPORATION

By 
Name: DANIEL S. KILLEEN
Title: PRESIDENT & CFO

Address for notices:

Dematic Group S. à r.l.
Attention: Ryan Gledhill, Executive Vice
President & General Counsel
2727 Paces Ferry Rd, SE Building One,
Suite 1500
Atlanta, GA 30339 USA
Tel: (678) 695-4536
Email: ryan.gledhill@dematic.com

and

Dematic Corp.
Attention: Jeffrey R. Heinze
Secretary and General Counsel
507 Plymouth Ave. NE
Grand Rapids, MI 49505
Tel: (616) 913-6524
Email: Jeffrey.Heinze@dematic.com

**Schedule A to the
IP Security Agreement**

US PATENTS

None.

[Schedule A to the IP Security Agreement]

**TRADEMARK
REEL: 005698 FRAME: 0254**

**Schedule B to the
IP Security Agreement**

US TRADEMARKS

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>	<u>Registration Date</u>	<u>Registration No.</u>
Reddwerks Corporation	USA	REDDWERKS DISTRIBUTION SCIENCE	12/12/12	85800988	12/3/13	4445065
Reddwerks Corporation	USA	DISTRIBUTION SCIENCE	12/12/12	85800981	12/3/13	4445064
Reddwerks Corporation	USA	REDDWERKS WMS.WCS.CCS	5/9/12	85620466	6/25/13	4356609
Reddwerks Corporation	USA	REDDWERKS	3/31/05	78599580	6/27/06	3110612
Reddwerks Corporation	USA	REDDWERKS CORPORATION	3/31/05	78599561	9/12/06	3143543

[Schedule B to the IP Security Agreement]

**TRADEMARK
REEL: 005698 FRAME: 0255**

**Schedule C to the
IP Security Agreement**

REGISTERED COPYRIGHTS

None.

[Schedule C to the IP Security Agreement]

**TRADEMARK
REEL: 005698 FRAME: 0256**

**Schedule D to the
IP Security Agreement**

EXCLUSIVE REGISTERED COPYRIGHTS

None.

[Schedule D to the IP Security Agreement]