

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evolve Guest Controls, LLC		02/02/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bedford Finance B.V.		
Street Address:	Keplerstraat 34		
City:	Badhoevedorp		
State/Country:	NETHERLANDS		
Postal Code:	NL-1171 CD		
Entity Type:	Private Limited Liability Company: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3955322	EVOLVE	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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:	716-848-1391		
Email:	ddovi@hodgsonruss.com		
Correspondent Name:	Daniel F. Dovi		
Address Line 1:	Hodgson Russ LLP		
Address Line 2:	140 Pearl Street, Suite 100		
Address Line 4:	Buffalo, NEW YORK 14202		
ATTORNEY DOCKET NUMBER:	059629.00004		
NAME OF SUBMITTER:	Daniel F. Dovi		
SIGNATURE:	/Daniel F. Dovi/		
DATE SIGNED:	02/12/2016		
Total Attachments: 7			
source=IP Security Agreement (Executed) (3)#page1.tif			
source=IP Security Agreement (Executed) (3)#page2.tif			
source=IP Security Agreement (Executed) (3)#page3.tif			

CH \$40.00 3955322

source=IP Security Agreement (Executed) (3)#page4.tif
source=IP Security Agreement (Executed) (3)#page5.tif
source=IP Security Agreement (Executed) (3)#page6.tif
source=IP Security Agreement (Executed) (3)#page7.tif

**GENERAL SECURITY AGREEMENT
SUPPLEMENT (INTELLECTUAL PROPERTY)**

For valuable consideration, **EVOLVE GUEST CONTROLS, LLC** a Delaware limited liability company with an address 16 S, Maryland Avenue, Port Washington, NY 11050 ("Debtor"), agrees with **BEDFORD FINANCE B.V.**, having an address at Keplerstraat 34, NL-1171 CD Badhoevedorp, The Netherlands ("Secured Party"), as follows:

SECTION 1. Definitions.

Capitalized terms not otherwise defined in this Agreement have the meanings ascribed thereto in the Security Agreement as defined below.

In this Agreement, the following terms have the following meanings:

"Security Agreement" means the General Security Agreement, dated as of January 26, 2016, between Debtor and Secured Party, as amended and supplemented from time to time.

"Copyright Licenses" means any and all agreements providing for the granting of any right in or to Copyrights (whether Debtor is licensee or licensor thereunder).

"Copyrights" means all United States and foreign copyrights (including Community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to Exhibit A-3 hereto, (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Intellectual Property" means, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

"Patent Licenses" means all agreements providing for the granting of any right in or to Patents) whether Debtor is licensee or licensor thereunder).

"Patents" means all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Exhibit A-1 hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the

foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Trademark Licenses" means any and all agreements to which Debtor is a party providing for the granting of any right in or to Trademarks (whether a Debtor is licensee or licensor thereunder).

"Trademarks" means all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Exhibit A-2 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Trade Secret Licenses" means any and all agreements to which Debtor is a party providing for the granting of any right in or to Trade Secrets (whether a Debtor is licensee or licensor thereunder).

"Trade Secrets" means all trade secrets and all other confidential or proprietary information and know-how whether or not such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such trade secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 2. Reaffirmation of general security agreement; supplemental grant of security interest.

Debtor acknowledges, reaffirms and ratifies in all respects the Security Agreement as though all provisions thereof were fully set forth in this Agreement, including, but not limited to, the grant by Debtor of a security interest in all Intellectual Property included in the Collateral.

Without limiting the generality of the foregoing, to secure the payment and other performance of the Obligations, Debtor grants to Secured Party for the benefit of Secured Party and each other Holder a security interest in, and assigns to Secured Party, all right, title and interest of Debtor in and to, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing and whether or not subject to Article 9 of the Uniform Commercial Code or described in any schedule heretofore or hereafter delivered to Secured Party by Debtor, (i) all Intellectual Property (including, but not limited to, all Intellectual Property described on Exhibit A-I (Patents), Exhibit A-II (Trademarks) and Exhibit A-III (Copyrights) attached to and made a part of this Agreement), (ii) Supporting Obligations incident to, arising or accruing pursuant to or otherwise relating to any Intellectual Property, whether

arising or accruing from any action taken by Debtor or Secured Party or otherwise, (iii) Proceeds, other proceeds and products of any of the things referred to in clauses (i) and (ii) of this sentence and (iv) Records relating to any of the things referred to in any of the foregoing clauses.

SECTION 3. Governing Law.

This Agreement is governed by and is to be construed, interpreted and enforced in accordance with the law of the State of New York (including, but not limited to, Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) and, to the extent applicable, the federal law of the United States without regard to the law of any other jurisdiction.

Dated As of Feb 2, 2016

Debtor: EVOLVE GUEST CONTROLS, LLC

By: *Richard Carson*
Name: Richard Carson
Title: CFO

[Signature Page to GENERAL SECURITY AGREEMENT
SUPPLEMENT (INTELLECTUAL PROPERTY)]

EXHIBIT A-1 (PATENTS)

Recording/Filings in United States Patent and Trademark Office

Registration or
Application Number

Date of
Application or
Grant, if
Granted

Title

Application

No. 61/170,163

June 5, 2009

System, Method and Computer-Program for
Controlling the Environment of a Room
According to Occupant Preferences

EXHIBIT A-II (TRADEMARKS)

Recording/Filings in United States Patent and Trademark Office

<u>Registration or</u> <u>Application Number</u>	<u>Application</u> <u>Date</u>	<u>Trademark</u>
---	-----------------------------------	------------------

Registration No. 3,955,322	May 3, 2011	Evolve
-------------------------------	-------------	--------

EXHIBIT A-III (COPYRIGHTS)
Recording/Filings in United States Copyright Office

Registration or
Application Number

Date

Title

None