

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM373143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Icon Identity Solutions, Inc.		02/12/2016	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	MB Financial Bank, N.A.		
Street Address:	6111 N. River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2521975	ICON IDENTITY SOLUTIONS	
Registration Number:	3050197	IMS	
Serial Number:	78540310	IMAGECARE	
Registration Number:	3050196	IMS	
CORRESPONDENCE DATA			
Fax Number:	3128324700		
<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:	312-832-4552		
Email:	delder@foley.com,jolsen@foley.com		
Correspondent Name:	Diane G. Elder		
Address Line 1:	321 North Clark Street, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	095740-0122		
NAME OF SUBMITTER:	Diane G. Elder		
SIGNATURE:	/Diane Grace Elder/dge/;61590/		
DATE SIGNED:	02/12/2016		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, ICON IDENTITY SOLUTIONS, INC., an Illinois corporation ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto, respectively; and

WHEREAS, MB Financial Bank, N.A. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of February 12, 2016, by and among Grantor, IIH MergerSub, Inc., a Delaware corporation, Icon Acquisition, Inc., a Delaware corporation, and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.


This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

ICON IDENTITY SOLUTIONS, INC.,
an Illinois corporation

By: 
Name: JOHN CALLAN
Title: CFO

GRANTEE:

MB FINANCIAL BANK, N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

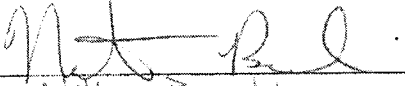
GRANTOR:

ICON IDENTITY SOLUTIONS, INC.,
an Illinois corporation


By: _____
Name: _____
Title: _____

GRANTEE:

MB FINANCIAL BANK, N.A.

By: 
Name: Matthew Bronski
Title: Senior Vice President

Schedule A - Trademarks

Trademark	Country	App. No. and App. Date	Registration No. and Reg. Date	Status
ICON IDENTITY SOLUTIONS	U.S.	76/054,529 5/23/2000	2,521,975 12/25/2001	Registered
IMAGECARE	U.S.	78/540,310 12/30/2004	3,050,197 1/24/2006	Registered
IMS	U.S.	78/540,293 12/30/2004	3,050,197 12/30/2006	Registered
IMS & Design 	U.S.	78/540,265 12/30/2004	3,050,196 1/24/2006	Registered

Schedule B – Patents

Patent Title	Patent No.	Jurisdiction	App. No. and App. Date	Issue Date
Lighting system with front access to light source	8,651,697 B2	U.S.	13/231,960 9/14/2011	2/18/2014