

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM382790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APG Cash Drawer, LLC		04/29/2016	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1000		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: MINNESOTA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2083214	MULTIPRO	
Registration Number:	2122778	POS-PARTNER	
Registration Number:	2040227	BUILD ON A SOLID FOUNDATION	
Registration Number:	2068917	SERIALPRO	
Registration Number:	1942324	APG	
Registration Number:	1955803	APG CASH DRAWER	
Registration Number:	2085428	POSORGANIZER	
Registration Number:	3912237	NETPRO	
Registration Number:	4700767	BLUEPRO	
Serial Number:	86398602	INSTALL IT, FORGET IT	
Serial Number:	86398632	EVERY DAY IS A GOOD DAY TO PAY BY CASH	
Serial Number:	86439801	ALWAYS, ALWAYS, ALWAYS PAY BY CASH	
CORRESPONDENCE DATA			
Fax Number:	6129778650		
<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:	6129778400		
Email:	ip@briggs.com		

TRADEMARK

Correspondent Name: Briggs and Morgan, P.A.
Address Line 1: 80 South Eighth Street
Address Line 2: 2200 IDS Center
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 38237.99

NAME OF SUBMITTER: Audrey J. Babcock

SIGNATURE: /Audrey J. Babcock/

DATE SIGNED: 05/03/2016

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“IP Security Agreement”), dated as of April 29, 2016, is made by **APG CASH DRAWER, LLC**, a Minnesota limited liability company (the “Grantor”) in favor of **BMO HARRIS BANK N.A.**, a national banking association with an address at 50 South Sixth Street, Suite 1000, Minneapolis, Minnesota 55402 (the “Secured Party”).

WHEREAS, PCM Companies, LLC, a Minnesota limited liability company, (the “Borrower”) has entered into a Credit Agreement with the Secured Party dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the “Credit Agreement”).

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Credit Agreement, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “IP Collateral”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “Patents”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), 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;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “Copyrights”);

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

(e) 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

(f) 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.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security 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 Secured Party with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (eg, “pdf”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

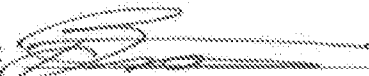
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[Remainder of page intentionally blank; signature page follows]

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

APG CASH DRAWER, LLC

By: 
Name: Brian K. Smith
Its: Chairman of the Board

Address for Notices:
APG Cash Drawer, LLC
c/o PCM Companies, LLC
2150 Dodd Road
Mendota Heights, MN 55120
Attention: Brian K. Smith

Agreed to and accepted:

BMO HARRIS BANK N.A.

By: _____
Name: _____
Its: _____

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

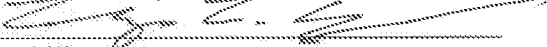
APG CASH DRAWER, LLC

By: _____
Name: _____
Its: _____

Address for Notices:

Agreed to and accepted:

BMO HARRIS BANK N.A.

By:  _____
Name: Philip P. Krump
Its: Director

[SIGNATURE PAGE TO IP SECURITY AGREEMENT (APG CASH DRAWER, LLC)]

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

PATENT	PATENT/APPLICATION NO.	COUNTRY
Short Depth Cash Drawer	7,059,513	USA
Short Depth Cash Drawer (Canada)	2507072 (application)	Canada
Short Depth Cash Drawer with Movable Base	7,533,797	USA
Short Depth Cash Drawer with Downstream Checkout Placement	12/351,610 (pending)	USA
Cash Drawer having a network interface	12/983,493 (pending)	USA
Wireless device operable cash drawer	8,928,456	USA
Wireless device operable cash drawer having biometric, database, and messaging capabilities	9,129,493	USA
Cash drawer having a Bluetooth interface	14/010,126 (pending)	USA
Cash drawer having a Bluetooth interface	PCT/US2014/52541 (pending)	Patent Corporation Treaty ("PCT")
Point-of-Sale Organizer	8,740,165	USA
Emergency access for a cash drawer	14/693,657 (pending)	USA
Emergency access for a cash drawer	PCT/US2015/31334 (pending)	PCT

SCHEDULE 2**TRADEMARK REGISTRATIONS AND APPLICATIONS**

TRADEMARK	REGISTRATION NO.	COUNTRY
Cash Drawer Caddy	Abandoned, but can be re-filed	USA
MultiPRO	2,083,214	USA
POS-Partner	2,122,778	USA
Build on a Solid Foundation	2,040,227	USA
SerialPRO	2,068,917	USA
APG	1,942,324	USA
APG Cash Drawer and Design	(same as logo)	USA
APG Logo	1,955,803	USA
POSErganizer	2,085,428	USA
NetPRO	3,912,237	USA
BluePRO	4,700,767	USA
Install It, Forget It	86/398,602 (pending)	USA
Every day is a good day to pay by cash	SOU extension granted	USA
Always, always, always pay by cash	SOU extension granted	USA
APG	005792916	Europe
APG Logo	005792742	Europe
APG	1310908	Taiwan
APG Logo	1310908	Taiwan
APG	6004455 (application)	China
APG Logo	6004454 (application)	China

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE.