

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396568

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Agreement at Reel 4848/Frame 0786

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ROYAL BANK OF CANADA, AS FIRST LIEN COLLATERAL AGENT		08/29/2016	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Intelligrated Headquarters, LLC
Street Address:	7901 Innovation Way
City:	Mason
State/Country:	OHIO
Postal Code:	45040
Entity Type:	Limited Liability Company: DELAWARE
Name:	Intelligrated Systems, LLC
Street Address:	7901 Innovation Way
City:	Mason
State/Country:	OHIO
Postal Code:	45040
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2227890	ACCUMAT
Registration Number:	2487611	ACCUZONE
Registration Number:	2880841	ALVEY
Registration Number:	2883688	ALVEY
Registration Number:	2093989	BOSS
Registration Number:	2102524	BUSCHMAN
Registration Number:	2630178	
Registration Number:	1797611	EASYPICK
Registration Number:	2595299	FKI LOGISTEX
Registration Number:	2640333	FKI LOGISTEX
Registration Number:	2971232	I
Registration Number:	2860764	IN-24X7

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3357263	INCONTROLWARE
Registration Number:	2817989	INTELLIGRATED
Registration Number:	2817990	INTELLIGRATED
Registration Number:	2805455	INTELLIMERGE
Registration Number:	2811266	INTELLIQ
Registration Number:	2798602	INTELLISORT
Registration Number:	0570576	MATHEWS
Registration Number:	2886241	REAL TIME SOLUTIONS
Registration Number:	2997149	SNE SYSTEMS
Registration Number:	1055926	STEARNS
Registration Number:	2334213	TRANSITREAD
Registration Number:	3335013	UNISORT

CORRESPONDENCE DATA

Fax Number: 7036106200

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.

Phone: (703)610-6100

Email: BoxIP@hoganlovells.com

Correspondent Name: Valerie Brennan, Hogan Lovells US LLP

Address Line 1: 7930 Jones Branch Drive, 9th Fl

Address Line 2: Attn: Box Intellectual Property

Address Line 4: McLean, VIRGINIA 22102

NAME OF SUBMITTER: Valerie Brennan

SIGNATURE: /vb/

DATE SIGNED: 08/29/2016

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST dated as of August 29, 2016 (this "Release"), is made by Royal Bank of Canada, located at 20 King Street West, 4th Floor, Toronto, Ontario, Canada, M5H 1C4, as first lien collateral agent (in such capacity, the "Agent") for the Lenders, as defined in the First Lien Credit Agreement (in such capacity, the "Assignee"), in favor of Intelligrated Headquarters, LLC, a Delaware limited liability company located at 7901 Innovation Way Mason, OH 45040, and Intelligrated Systems, LLC, a Delaware limited liability company located at 7901 Innovation Way Mason, OH 45040 (the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the First Lien Pledge and Security Agreement (as defined below) and (to the extent not defined therein) the First Lien Credit Agreement.

WHEREAS, the Grantors are party to that certain First Lien Pledge and Security Agreement dated as of July 30, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Pledge and Security Agreement") in favor of the Assignee pursuant to which the Grantors were required to execute and deliver a First Lien Trademark Security Agreement (as defined below);

WHEREAS, pursuant to that certain First Lien Trademark Security Agreement dated as of July 30, 2012 (the "Trademark Security Agreement"), among the Grantors, the Agent and the other parties thereto, as security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors' right, title and interest in, to and under any and all of the following assets then owned or at any time thereafter acquired by the Grantors or in which the Grantors then had or at any time in the future acquired any right, title or interest (collectively, the "Trademark Collateral");

(a) all trademarks, service marks, trade names, trade dress, logos, slogans and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all registrations and applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office (or any similar offices in any other country or any State of the United States), and all extensions or renewals thereof, including, in the case of the Grantors, those listed on Schedule I hereto;

(b) all goodwill associated therewith or symbolized thereby; and

(c) to the extent not covered by clauses (a) and (b), all Proceeds of any of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 24, 2012 in Reel 4848, Frame 0786; and

WHEREAS, the Secured Obligations have been paid and performed in full and the Agent has agreed to release its grant and security interest in the Trademark Collateral.

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

1. Release of Lien. The Agent, on behalf of itself and the Secured Parties, hereby (i) unconditionally, irrevocably and absolutely terminates, extinguishes, releases and forever discharges its and the Secured Parties' security interests, and all of its and the Secured Parties' right, title and interest in, to and under the Trademark Collateral, whether granted pursuant to the Trademark Security Agreement or any other agreement or document delivered in connection with the Trademark Security Agreement, (ii) terminates the Trademark Security Agreement and any other agreement or document delivered in connection with the Trademark Security Agreement and (iii) reassigns to the Grantors any and all right, title and interest (if any) that the Agent or any of the Secured Parties may have in, to or under any of the Trademark Collateral (including any goodwill associated therewith), together with all rights to sue or to recover, at law or in equity, for any past, present or future infringement, dilution, misappropriation or other violation of the Trademark Collateral and all rights to any income, royalties, and proceeds arising from or with respect thereto.

2. Authorization to Record. The Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.

3. Further Assurances. The Agent agrees, at the Grantors' expense, to cooperate with the Grantors and to provide the Grantors with such information and additional authorization and to execute and deliver to the Grantors such additional instruments and to take such action, in each case, as the Grantors may reasonably request or as may be desirable to effect and record the release of the Agent's security interest in, to and under the Trademark Collateral.

4. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release of Trademark Security Interest to be executed and delivered by its duly authorized officer as of the date first above written.

ROYAL BANK OF CANADA,
as Agent

By: _____

Name: _____

Title: **Susan Khokher**
Manager, Agency

Schedule I
to
Release of Trademark Security Interest

United States Trademark Registrations and Applications

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
INTELLIGRATED HEADQUARTERS, LLC	75/392	2,227,890	ACCUMAT
INTELLIGRATED HEADQUARTERS, LLC	76/164	2,487,611	ACCUZONE
INTELLIGRATED HEADQUARTERS, LLC	76/495	2,880,841	ALVEY
INTELLIGRATED HEADQUARTERS, LLC	76/495	2,883,688	ALVEY
INTELLIGRATED HEADQUARTERS, LLC	74/576	2,093,989	BOSS
INTELLIGRATED HEADQUARTERS, LLC	74/662	2,102,524	BUSCHMAN
INTELLIGRATED HEADQUARTERS, LLC	76/138	2,630,178	DESIGN (BUG SPLAT)
INTELLIGRATED HEADQUARTERS, LLC	74/302	1,797,611	EASYPICK
INTELLIGRATED HEADQUARTERS, LLC	75/982	2,595,299	FKI LOGISTEX
INTELLIGRATED HEADQUARTERS, LLC	75/942	2,640,333	FKI LOGISTEX
INTELLIGRATED HEADQUARTERS, LLC	76/338	2,971,232	I LOGO (CLAIMING COLOR)
INTELLIGRATED HEADQUARTERS, LLC	76/347	2,860,764	IN-24X7

INTELLIGRATED HEADQUARTERS, LLC	78/647	3,357,263	INCONTROLWARE
INTELLIGRATED HEADQUARTERS, LLC	76/338	2,817,989	INTELLIGRATED
INTELLIGRATED HEADQUARTERS, LLC	76/338	2,817,990	INTELLIGRATED (STYLIZED)
INTELLIGRATED HEADQUARTERS, LLC	76/338	2,805,455	INTELLIMERGE
INTELLIGRATED HEADQUARTERS, LLC	76/338	2,811,266	INTELLIQ
INTELLIGRATED HEADQUARTERS, LLC	76/338	2,798,602	INTELLISORT
INTELLIGRATED HEADQUARTERS, LLC	71/607	0570576	MATHEWS (STYLIZED)
INTELLIGRATED HEADQUARTERS, LLC	78/158	2,886,241	REAL TIME SOLUTIONS
INTELLIGRATED HEADQUARTERS, LLC	78/354	2,997,149	SNE SYSTEMS
INTELLIGRATED HEADQUARTERS, LLC	73/042	1,055,926	STEARNS
INTELLIGRATED HEADQUARTERS, LLC	75/377	2,334,213	TRANSITREAD
INTELLIGRATED HEADQUARTERS, LLC	78/917	3,335,013	UNISORT