TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398557

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gerber Technology LLC		08/31/2016	Corporation: CONNECTICUT

RECEIVING PARTY DATA

Name:	Ally Bank, as Agent
Street Address:	300 Park Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Utah State Bank: UTAH

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3161916	ACCUMARK
Registration Number:	3920247	COMPOSINEST
Registration Number:	2712066	CUTWORKS
Registration Number:	2094761	EDGE
Registration Number:	3131903	G (STYLIZED COLOR)
Registration Number:	3134918	G
Registration Number:	3282346	GERBER
Registration Number:	1171987	GERBER BRISTLE SQUARE
Registration Number:	1914595	GERBER EDGE
Registration Number:	4800241	GERBER PARAGON
Registration Number:	2671493	GERBER SCIENTIFIC PRODUCTS
Registration Number:	2665858	G GERBER SCIENTIFIC PRODUCTS
Registration Number:	2676880	G GERBER SCIENTIFIC PRODUCTS
Registration Number:	3828784	GERBERCAT
Registration Number:	2612417	GERBERCUTTER
Registration Number:	2733953	GSP
Registration Number:	1666485	GSP
Registration Number:	3425430	PIVEX

OP $515.00 3161916

Property Type	Number	Word Mark
Registration Number:	3616072	SABRE
Registration Number:	4769309	PARAGON

CORRESPONDENCE DATA

Fax Number:

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: 614-280-3568

Email: John.Salvage@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Leslie Kirsner
SIGNATURE:	/Leslie Kirsner/
DATE SIGNED:	09/15/2016

Total Attachments: 7

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Form **PTO-1594** (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

GERBER TECHNOLOGY LLC

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: Connecticut
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Ally Bank, as Agent

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Utah State Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 31, 2016

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I attached

B. Trademark Registration No.(s)

See Schedule I attached

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John Salvage

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: Ohio Zip: 43219

Phone Number: 614-280-3568

Docket Number:

Email Address: John.Salvage@wolterskluwer.com

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Signature

September 12, 2016
Date

Leslie Kirsner
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXECUTION VERSION

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of August 31, 2016, by GERBER TECHNOLOGY LLC (the "Grantor"), in favor of ALLY BANK, as Agent.

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of August 31, 2016 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among AG Finco LLC, a Delaware limited liability company ("US Borrower"), AG GUARANTOR LLC, a Delaware limited liability company ("Holdings"), CERTAIN SUBSIDIARIES OF HOLDINGS FROM TIME TO TIME PARTY THERETO (together with US Borrower, the "Subsidiary Grantors" and, collectively with Holdings, the "Grantors") and ALLY BANK ("Ally"), as administrative and collateral agent for the Secured Parties (as herein defined) (in such capacity, together with its successors and assigns, the "Agent").

WHEREAS, Grantor is required to execute and deliver to the Agent this Trademark Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Secured Obligations, Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any Trademarks and Trademark Licenses constituting Collateral owned by Grantor, along with all goodwill associated therewith (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an "intent to use" application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms

that the rights and remedies of the Agent with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7. SUBORDINATION AND INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Ally, as Agent, pursuant to this Trademark Security Agreement and the Security Agreement in any Collateral, and the exercise of any right or remedy by Ally, as Agent, with respect to any Collateral hereunder or thereunder, are subject to the provisions of the Subordination and Intercreditor Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the Subordination and Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Subordination and Intercreditor Agreement shall govern and control.

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

GERBER TECHNOLOGY LLC, as Grantor

By:_____
Name: Stanley Edme
Title: Vice President

Signature Page to Grant of Security Interest in Trademarks

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS AND REGISTRATIONS

(see attached)

Trademark	Jurisdiction	Application Date	Application No.	Registration Date	Registration No.	Owner
AccuMark (Special Form)	US	5/16/2005	78/630270	10/24/2006	3161916	Gerber Technology LLC
ComposiNest (Special Form)	US	10/8/2008	77/588506	2/15/2011	3920247	Gerber Technology LLC
Cutworks	US	10/23/2001 Org 4/29/2003	76/328957	4/29/2013	2712066	Gerber Technology LLC
Edge	US	7/23/1996 Org 9/9/1997	75/138401	9/9/2007	2094761	Gerber Technology LLC
G (Stylized Color)	US	6/14/2004	78/434899	8/22/2006	3131903	Gerber Technology LLC
G (Stylized) III	US	6/14/2004	78/434826	8/29/2006	3134918	Gerber Technology LLC
Gerber	US	6/14/2004	78/434746	8/21/2007	3282346	Gerber Technology LLC
Gerber Bristle Square	US	6/7/1979 Org 10/6/1981	73/218828	10/6/2011	1171987	Gerber Technology LLC
Gerber Edge	US	9/1/1993 Org 8/29/1995	74/431868	8/29/2005	1914595	Gerber Technology LLC
Gerber Paragon and Design	US	7/25/13	86/019666	8/25/2015	4800241	Gerber Technology LLC
Gerber Scientific Products	US	8/29/2001 Org 1/7/2003	76/306394	1/7/2013	2671493	Gerber Technology LLC
Gerber Scientific Products and G (Stylized) I	US	8/29/2001 Org 12/24/2012	76/306752	12/24/2012	2665858	Gerber Technology LLC

TRADEMARK
REEL: 005877 FRAME: 0467

Trademark	Jurisdiction	Application Date	Application No.	Registration Date	Registration No.	Owner
Gerber Scientific Products and G (Stylized) I	US	8/29/2001 Org 1/21/2003	76/306391	1/21/2013	2676880	Gerber Technology LLC
GerberCat (Special Form)	US	3/24/2008	77/429879	8/3/2010	3828784	Gerber Technology LLC
Gerbercutter	US	7/19/2001 Org 8/27/2002	76/288155	8/27/2012	2612417	Gerber Technology LLC
GSP	US	8/29/2001 Org 7/8/2003	76/307266	7/8/2013	2733953	Gerber Technology LLC
GSP (Stylized)	US	4/12/1990 Org 12/3/1991	74/048832	12/3/2011	1666485	Gerber Technology LLC
Pivex	US	3/7/2007	77/124186	5/13/2008	3425430	Gerber Technology LLC
Sabre	US	10/28/2005	78/743037	5/5/2009	3616072	Gerber Technology LLC
Paragon	US	7/19/2013	86/015194	7/7/2015	4769309	Gerber Technology LLC
Gerber Paragon	US	7/25/2013	86/019666	8/25/2015	4800241	Gerber Technology LLC
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RECORDED: 09/15/2016
TRADEMARK
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