

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403685

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement
<b>RESUBMIT DOCUMENT ID:</b>	900381050

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TSI Incorporated		10/06/2016	Corporation: MINNESOTA
Environmental Systems Corporation		10/06/2016	Corporation: TENNESSEE
Dickey-John Corporation		10/06/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	300 Fifth Avenue
<b>Internal Address:</b>	The Tower at PNC Plaza
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15222
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Registration Number:</b>	4567966	ACCUBALANCE
<b>Registration Number:</b>	4155232	ASSURX
<b>Registration Number:</b>	4255269	BIOTRAK
<b>Registration Number:</b>	4775366	CHEM LOGIX
<b>Registration Number:</b>	4552804	CHEMREVEAL
<b>Registration Number:</b>	4028769	EZRAMAN
<b>Registration Number:</b>	4440583	GASRAMAN
<b>Serial Number:</b>	86585585	POLYMAX
<b>Registration Number:</b>	4127832	RAMANREADER

## CORRESPONDENCE DATA

Fax Number: 4125621041

*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: 412-562-1637

Email: vicki.cremone@bipc.com

TRADEMARK

**Correspondent Name:** Michael L. Dever  
**Address Line 1:** 301 Grant Street  
**Address Line 2:** 20th Floor  
**Address Line 4:** Pittsburgh, PENNSYLVANIA 15219

**ATTORNEY DOCKET NUMBER:** 0011046-302108

**NAME OF SUBMITTER:** Michael L. Dever

**SIGNATURE:** /Michael L. Dever/

**DATE SIGNED:** 10/28/2016

**Total Attachments: 28**

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM401584

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Patent, Trademark and Copyright Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TSI Incorporated		10/06/2016	Corporation: MINNESOTA
Environmental Systems Corporation		10/06/2016	Corporation: TENNESSEE
Dickey-John Corporation		10/06/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	300 Fifth Avenue		
<b>Internal Address:</b>	The Tower at PNC Plaza		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4567966	ACCUBALANCE	
<b>Registration Number:</b>	4155232	ASSURX	
<b>Registration Number:</b>	4255269	BIOTRAK	
<b>Registration Number:</b>	4775366	CHEM LOGIX	
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<b>Registration Number:</b>	4127832	RAMANREADER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125621041		
<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>			
<b>Phone:</b>	412-562-1637		
<b>Email:</b>	vicki.cremonese@bipc.com		

CH \$240.00 4567966

**AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY  
AGREEMENT**

This Amended and Restated Patent, Trademark and Copyright Security Agreement (the "**Agreement**"), dated as of October 6, 2016 is entered into by and among **EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME** (each a "**Pledgor**" and collectively, the "**Pledgors**") and **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent for the Lenders referred to below (the "**Administrative Agent**").

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement (as amended, restated, modified or supplemented from time to time, the "**Credit Agreement**") of even date herewith by and among TSI Incorporated (the "**Borrower**"), the Guarantors a party thereto (the "**Guarantors**"), the Lenders a party thereto (the "**Lenders**") and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Minnesota as amended from time to time (the "**Code**").

(b) "**Patents, Trademarks and Copyrights**" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "**Secured Obligations**" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Administrative Agent, the Lenders, any Rate Protection Provider or any provider of any Other Lender Provided Financial Service Product under the Credit Agreement or any of the other Loan

Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Administrative Agent, the Lenders, any Rate Protection Provider or any provider of any Other Lender Provided Financial Service Product, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Administrative Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Administrative Agent or any of the Lenders, Rate Protection Obligations or of any obligations incurred in connection with any Other Lender Provided Financial Service Product provided by the Administrative Agent or such Lenders pursuant to the Credit Agreement; and (iv) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Secured Obligations. Notwithstanding anything to the contrary contained herein, Secured Obligations shall specifically exclude any and all Excluded Hedge Liabilities.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and their respective affiliates, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants, and covenants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the material Patents, Trademarks and Copyrights is valid and enforceable, except as would not have a material adverse effect on the Pledgor's business as currently operated;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens and licenses or use rights granted to third persons, and subject to liens, charges and encumbrances which would not have a material adverse effect on the Pledgor's business as currently operated;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party, except for claims that if true would not have a material adverse effect on the Pledgor's business as currently operated;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Administrative Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent; and

(j) such Pledgor shall preserve its existence as a corporation, partnership or a limited liability company, as applicable, and except as permitted by the Credit Agreement, shall not (1) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (2) sell all or substantially all of its assets.

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.

5. Each Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly paid in full, all Commitments have been terminated and all Letters of Credit, Rate Protection Obligations and any Other Lender Provided Financial Service Products have expired or been terminated, it will not enter into any agreement (for example, a license agreement) which is in conflict with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably conditioned, delayed or withheld except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent.

6. If, before the Secured Obligations shall have been Paid In Full and all Commitments have been terminated and all Letters of Credit, Rate Protection Obligations and any Other Lender Provided Financial Service Products have expired or been terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A hereto to include any future patents, patent applications, registered trademarks, or registered copyrights, and the provisions of this Agreement shall apply thereto. Such updates and the amendment of Schedule A hereto shall occur (i) on an annual basis at the time of delivery of the Borrower's audited financial statements and related Compliance Certificate pursuant to Sections 8.3.2 and 8.3.3 of the Credit Agreement, and (ii) at the time any Loan Party consummates a Permitted Acquisition.

7. Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after Payment in Full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. At such time as all of the Secured Obligations shall have been Paid In Full and all Commitments shall have been terminated and all Letters of Credit, Rate Protection Obligations and any Other Lender Provided Financial Service Products have expired or been terminated, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Each Pledgor shall have the duty to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been indefeasibly paid in full and the Commitments shall have terminated, and the Letters of Credit, Rate Protection Obligations and any Other Lender Provided Financial Service Products have expired or been terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees, unless in the reasonable judgment of Pledgor it is commercially reasonable to discontinue payment. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any material Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.



12. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name, and, with the consent of the Administrative Agent, to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Rate Protection Agreement or any Other Lender Provided Financial Service Products or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

(a) (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Without limitation of the preceding Subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or any of the Lenders or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding, which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Rate Protection Agreement or any Other Lender Provided Financial Service Products and the value of the benefits described in Paragraph 24 hereof, including (and to the extent not inconsistent with applicable federal and state laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Rate Protection Agreement any Other Lender Provided Financial Service Products, or

(ii) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 6 and Paragraph 26 hereof with respect to additions and supplements to Schedule A hereto.

17. Each Pledgor hereby agrees to be bound by the provisions of Section 5.9 of the Credit Agreement and shall make all payments free and clear of Taxes as provided therein.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of New York, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of New York.

20. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any New York state or federal court sitting in New York County, in any action or proceeding arising

out of or relating to this Agreement, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 20. The Process Agent is the Borrower, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Pledgors and agrees to act as Process Agent on behalf of the Pledgors.

21. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

22. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

23. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

24. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is

required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

25. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

26. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

27. This Agreement hereby replaces in its entirety, that certain Patent, Trademark and Copyright Security Agreement dated as of June 20, 2012, by and among the Borrower, the Guarantors party thereto, and the Administrative Agent (as thereafter amended, supplemented, restated or modified from time to time, the "Original Patent, Trademark and Copyright Security Agreement Agreement"), and the Debtors acknowledge and agree that the amendment and restatement of the Original Patent, Trademark and Copyright Security Agreement Agreement by this Agreement is not intended to constitute, nor does it constitute, a novation, interruption, suspension of continuity, satisfaction, discharge or termination of the obligations, liabilities, or indebtedness under the Original Patent, Trademark and Copyright Security Agreement Agreement and this Agreement is entitled to all rights and benefits originally pertaining to the Original Patent, Trademark and Copyright Security Agreement Agreement.

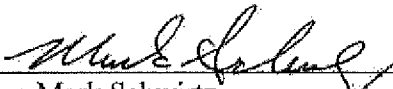
**[SIGNATURES APPEAR ON FOLLOWING PAGES]**

**[SIGNATURE PAGE 1 OF 3 TO AMENDED AND RESTATED PATENT,  
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

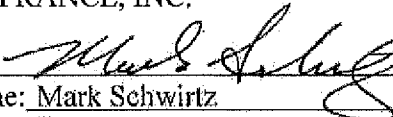
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

**PLEDGORS:**

TSI INCORPORATED

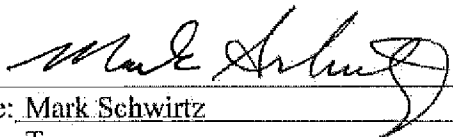
By:   
Name: Mark Schwartz  
Title: Chief Financial Officer

TSI FRANCE, INC.

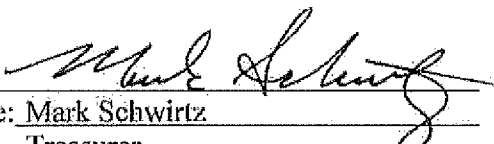
By:   
Name: Mark Schwartz  
Title: Treasurer

[SIGNATURE PAGE 2 OF 3 TO AMENDED AND RESTATED PATENT,  
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

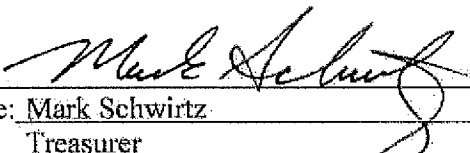
ENVIRONMENTAL SYSTEMS CORPORATION

By:   
Name: Mark Schwartz  
Title: Treasurer

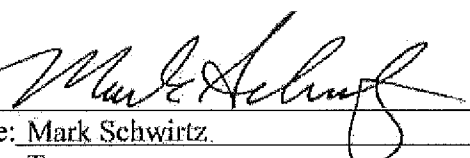
DICKEY-JOHN CORPORATION

By:   
Name: Mark Schwartz  
Title: Treasurer

DICKEY-JOHN INTERNATIONAL, INC.

By:   
Name: Mark Schwartz  
Title: Treasurer


TEKRAN USA, INC.

By:   
Name: Mark Schwartz  
Title: Treasurer

**[SIGNATURE PAGE 3 OF 3 TO AMENDED AND RESTATED PATENT,  
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

**ADMINISTRATIVE AGENT:**

PNC BANK, NATIONAL ASSOCIATION, as  
Administrative Agent

By:   
Name: Blinford S. Nozder  
Title: Vice President

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS**

1. Registered Patents:

<b>TSI/D-j</b>	<b>Title</b>	<b>Number</b>	<b>Issue</b>	<b>Filing</b>	<b>Inventor</b>	<b>Active</b>
TSI	Fluorescent Biological Particle Detection System	US5895922	4/20/1999	5/23/1997	Ho	Active
TSI	Apparatus for Determining Powder Flowability	US5959222	9/28/1999	4/1/1998	Poolc	Active
TSI	System for Detecting Fluorescing Components in Aerosols	US5999250	11/25/2003	3/20/1998	Hairston Quant	Active
TSI	Respirator Fit-Testing With Size Selected Aerosol	US6125845	10/3/2000	8/29/1997	Halvorsen Keady	Active
TSI	Instrument for Measuring and Classifying Nanometer Aerosols	US6230572B1	5/15/2001	2/12/1999	Pui Chen Quant Sem Fissen Hummes Dorman	Active
TSI	Airflow Measurement Device	US6244144B1	6/12/2001	9/30/1998	Kowal Blond	Active
TSI	Aerosol Charge Adjusting Apparatus Employing a Corona Discharge	US6544484B1	4/8/2003	6/16/2000	Kaufman Dorman	Active
TSI	Evaporative Electrical Detector	US6568245B2	5/27/2003	3/13/2002	Kaufman	Active
TSI	Laser Diode-Excited Biological Particle Detection Systems	US6831279B2	12/14/2004	11/27/2001	Jim Ho	Active
TSI	Aerosol Charge Altering Device	US7031133B2	4/18/2006	10/15/2004	Ulrich Reibel	Active
TSI	Analysis Systems Detecting Particle Size Fluorescence	US7057712B2	6/6/2006	6/24/2003	Beck Hairston Kaufman	Active
TSI	Integrating Electrometer Amplifying Circuit	US7230431B2	6/12/2007	1/27/2004	Mirme	Active
TSI	Circumferential Slot Virtual Impactor for Concentrating Aerosols	US7261007B2	8/28/2007	11/22/2004	Haglund McFarland	Active



TSI	Air Pump for Particle Sensing Using Regenerative Fan, And Associated Methods	US6167107	12/26/2000	7/16/1999	Bates	Active
TSI	Stereo Multiplexed Holographic Particle Image Velocimeter	US5548419	8/20/1996	6/20/1994	Adrian Barnhart Papen	Active
TSI	Peak Detector	US7180335B2	2/7/2007	7/20/2005	Hill	Active
TSI	Peak Detector	GB2416595B	3/5/2008	7/27/2004	Hill	Active
TSI	Particle Counter for Liquids	GB2411002B	12/20/2006	2/11/2004	Hill	Active
TSI	Apparatus and Method for Minimizing Performance Degradation in a Laser Device	US5907575	5/25/1999	7/17/1997	Sandberg	Active
TSI	Method of Noise Cancellation in an Unpolarized Laser Instrument	US7079243B2	7/18/2006	7/16/2003	Sandberg Turchette	Active
TSI	Method for Noise Cancellation by Spectral Flattening of Laser Output in a Multi-Line Laser Instrument	US7295585B2	11/13/2007	7/16/2003	Sandberg Turchette	Active
TSI	Method and Apparatus for Achieving Polarization in a Laser Using a Dual-Mirror Mirror Mount	US6567456B1	5/20/2003	8/23/1999	Sandberg	Active
TSI	Particle Surface Treatment for Promoting Condensation	7,407,531	8/5/2008	5/9/2005	Richard C. Flagan Stanley L. Kaufman Gilmore J. Sem	Active
TSI	Instruments for Measuring Nanoparticle Exposure	US7812306	10/12/2010	5/23/2006	Fissan Trampe Pui Kaufman	Active
D-j	SYNCHRONIZATION OF A TWIN ROW PLANTING SYSTEM	US9,320,192	04/26/2016	11/12/2013	Steffen Kuhnel	Active
D-j	Fault-tolerant Sensing and Monitoring Communications Bus System for Agricultural Applications	US9,307,694	4/12/2016	1/7/2013	Kuhnel Miller	Active
D-j	Apparatus and Method for Sensing a Full Level Condition for a Large Basket Receptacle or the Like	US5770865	6/23/1998	3/21/1997	Ron Steffen John Galman	Active
D-j	Universal Control System with Alarm History Tracking for Mobile Material Distribution Apparatus	US5801948	9/1/1998	8/22/1996	John Wood Joel Merton	Active

D-j	Apparatus and Method for Sensing Material Build-Up	US5819512	10/13/1998	3/20/1997	Ron Steffen Ernie Poani David Steffen	Active
D-j	Boom Configuration Monitoring and Control System for Mobile Material Distribution Apparatus	US5884205	3/16/1999	8/22/1996	Thomas Elmore Joel Morton Ron Steffen	Active
D-j	Universal Modular Control System for Mobile Material Distribution Apparatus	US5897600	4/27/1999	8/22/1996	Tom Elmore John Wood Ron Steffen Joel Morton	Active
D-j	Control System for a Mobile Material Distribution Device	US5911362	6/15/1999	2/26/1997	John Wood Joel Morton	Active
D-j	Viscometer Module with Crystal Resonator-Type Sensor	US6141625	10/31/2000	6/4/1998	Ron Smith Mark Lovik	Active
D-j	Infrared Reflective Article Counting/Detecting Device	US6373057	4/16/2002	9/23/1998	Barry Penfold	Active
TSI	Size Segregated Aerosol Mass Concentration Measurement Device	US7,932,490	4/26/2011	8/7/2008	Wang, Agarwal, Chancellor, Evenstad	Active
TSI	Method and Apparatus for Continuously Determining the Inclination and Draft of a Waterborne Floating Vessel	US5,547,327	8/20/1996	9/1/1995	Bachalo, Isakovic	Active
TSI	Instrument for measuring and classifying nanometer aerosols	US6230572B1	5/15/2001	2/12/1999	Pui	Active
TSI	Analysis of Signal Oscillation Patterns	US7362421	4/22/2008	9/1/2006	Gang Pan	Active
TSI	Aerosol Charge Conditioner	7,796,727 B1	9/14/2010	3/25/2009	Kaufman	Active
TSI	Laser Diode-Excited Biological Particle Detection System	CA 2,363,853	1/13/2009		Ho	Active
TSI	Laser Diode-Excited Biological Particle Detection System	6,831,279	12/14/2004	11/27/2001	Ho	Active
TSI	Fluorescent Biological Particle Detection System	5,701,012	12/23/1997	3/19/1996	Ho	Active
TSI	Smart Sensor Module	US6032109	2/29/2000	10/21/1997	Ritmiller	Active
TSI	Transducer Assembly with Smart Connector	US6243654	6/5/2001	10/7/1998	Johnson	Active
TSI	Smart Remote Monitoring System and Method	6533336	4/22/2003	6/26/2000	Johnson et al	Active
TSI	Device and Method for Separating and Increasing the Concentration of Charged Particles in a Sampled Aerosol	8,192,523	6/5/2012	2/23/2009	Kaufman Kolb Holm	Active

TSI	Size Segregated Aerosol Mass Concentration Measurement with Inlet Conditioners and Multiple Detectors	8,047,055	11/01/2011	2/10/2010	Wang Agarwal Chancellor Evanstad Hase Avula Farnsworth Lieder	Active
TSI	Size Segregated Aerosol Mass Concentration Measurement with Inlet Conditioners and Multiple Detectors	8,534,116	9/17/2013	9/23/2011	Wang Agarwal Chancellor Evanstad Hase Avula Farnsworth Lieder	Active* Original assignment to PNC Bank NA
TSI	Automated Qualitative Mask Fit Tester	8,276,587	10/2/2012	2/17/2009	Zhang, Zanto, Shi, Olson, Poeschl, Majkowski, Olstad	Active
TSI	Respirator Test Accessory	8,312,761	11/20/2012	6/24/2009	Montividas Remiarz Johnson Carideo	Active
TSI	Respirator Test Accessory	8,621,914	1/7/2014	11/14/2012	Montividas Remiarz Johnson Carideo	Active
TSI	Nebulizer Waste Pressure Reducer for HPLC Systems	8,292,990	11/23/2012	9/8/2009	Schumacher Montevidas	Active
TSI	Method and System for Significantly Improving Charge Probabilities of Nanometer Aerosol Particles	9,035,242	5/19/2015	7/15/2014	Han	Active
TSI	Spark Emission Particle Detector	9,140,653	9/22/2015	10/8/2011	Buckley Lithgow	Active
TSI	Apparatus and Method for Improving Particle Count Accuracy in Low Pressure Applications	9,222,859	12/29/2015	4/12/2012	Caldow Kerrigan Johnson Scheckman	Active
TSI	SYSTEM AND METHOD FOR CONVERTING OPTICAL DIAMETERS OF AEROSOL PARTICLES TO MOBILITY AND AERODYNAMIC DIAMETERS	9,335,244	05/10/2016	08/09/2011	Han	Active

2. Patent Applications:

TSI

Status	Application Number	Application Date
Pending	14/012,818	8/28/2013
Pending	12822091.0	8/8/2012
Pending	15/087,268	3/31/2016
Pending	13/879,841	4/17/2013
Pending	12833801.9	9/18/2012
Pending	14/345,478	3/18/2014
Pending	14/209,179	3/13/2014
Pending	14787377.2	10/15/2014
Pending	PCT/US14/60611	10/15/2014
Pending	14/514,294	10/14/2014
Pending	PCT/US15/36617	6/19/2015
Pending	14/835,990	8/26/2015
Pending	201480054413.6	7/31/2014
Pending	14750939.2	7/31/2014
Pending	PCT/US14/49062	7/31/2014
Pending	14/909,213	2/1/2016
Pending	14/837,650	8/27/2015
Pending	PCT/US16/17930	2/15/2016
Pending	201520776902.4	9/30/2015
Pending	14/586,122	12/30/2014
Pending	15/154,224	5/13/2016
Pending	62/276,579	1/8/2016

DICKEY-john Corporation


Status	Application Number	Application Date
Pending	13733907.3	1/7/2013
Pending	15/095,618	4/11/2016
Pending	2013309064	8/27/2013
Pending	BR1120150043569	8/27/2013
Pending	13832677.2	8/27/2013
Pending	14/424,131	2/26/2015
Pending	2015/02074	8/27/2013
Pending	14/265,957	4/30/2014
Pending	14192624.6	11/11/2014


Pending	13/827,677	3/14/2013
Pending	PCT/US15/44800	8/12/2015


3. Registered Trademarks:

TSI, Incorporated


TRADEMARK	COUNTRY	APP/ REG # DATE	STATUS/ACTION DUE
ACCUBALANCE <b>ACCUBALANCE</b>	US	1,796,909 10/05/1993	REGISTERED: Renewal Due 10/05/2023
ACCUBALANCE	US	4,567,966 7/15/2014	REGISTERED: 8&15 Due 7/20/2020
ACCUBALANCE	EUROPEAN UNION	12437711 04/30/2014	REGISTERED: Renewal Due 12/17/2023
AERODYNAMIC PARTICLE SIZER <b>AERODYNAMIC PARTICLE SIZER</b>	US	1,698,818 07/07/1992	REGISTERED: Renewal Due 07/07/2022
AEROSOL INSTRUMENT MANAGER	US	2,233,548 3/23/1999	REGISTERED: Renewal Due 3/23/2019
AEROTRAK	US	3,668,528 8/18/2009	REGISTERED: Renewal Due 8/18/2019
AIRGUARD	US	1,717,733 9/22/1992	REGISTERED: Renewal Due 9/22/2022
AIRPRO	US	Application Serial No. 87/094,109	Filed as Intent to Use: July 6, 2016
ALNOR	AUSTRALIA	246851 3/17/1991	REGISTERED: Renewal Due 3/17/2025
ALNOR	CANADA	8275 1/14/1937	REGISTERED: Renewal Due 1/14/2027
ALNOR	INDIA	1364069 06/15/20015	REGISTERED: Renewal Due 6/15/2025
ALNOR	JAPAN	1095713 11/11/1974	REGISTERED: Renewal Due 11/11/2024
ALNOR	US	832,183 7/18/1967	REGISTERED: Renewal Due 7/18/2027
ASSURX	US	4,155,232 06/05/2012	

BALOMETER	US	1,273,405 4/10/1984	REGISTERED: Renewal Due 4/10/2024
BALOMETER	EUROPEAN UNION	9623381 5/27/2011	REGISTERED: Renewal Due 12/24/2020
BIOTRAK	US	4,255,269 12/4/2012	REGISTERED: Renewal Due 12/4/2022
BIOTRAK	EUROPEAN UNION	10667079 4/19/2012	REGISTERED: Renewal Due 2/22/2022
CHEM LOGIX	US	4,775,366 7/21/2015	REGISTERED: 8&15 Due 7/21/2021
CHEMREVEAL	US	4,552,804 6/17/2014	REGISTERED: 8&15 Due 6/17/2020
COMPUFLOW	US	1,363,060 10/1/1985	Allow to Lapse
EXRARAMAN	US	4,028,769 09/20/2011	REGISTERED: Renewal Due
GASRAMAN	US	4,440,593 11/26/2013	REGISTERED: Renewal Due
LIQUITRAK	GERMANY	2,037,654 6/4/1993	REGISTERED: Renewal Due 12/16/2021
LIQUITRAK	US	1,692,726 6/9/1992	REGISTERED: Renewal Due 6/9/2022
POLYMAX	US	86/585,585	REGISTERED: 8/15/ Due 11/10/2020
PORTACOUNT AND DESIGN  	US	1,565,713 11/14/1989	REGISTERED: Renewal Due 11/14/2019
P-TRAK	US	2,429,508 2/20/2001	REGISTERED: Renewal Due 2/20/2021
RAMANREADER	US	4,127,932 04/17/2012	REGISTERED: Renewal Due
TSI	FRANCE	1419425 7/25/1977	REGISTERED: Renewal Due 7/25/2017
TSI	GERMANY	1,161,241 7/20/1990	REGISTERED: Renewal Due 7/27/2017

TSI	EUROPEAN UNION	8532558 3/1/2010	REGISTERED: Renewal Due 9/7/2019
TSI & LOGO (DIAMOND) 	US	3,651,680 7/07/2009	REGISTERED: Renewal Due 7/7/2019
TSI & LOGO (DIAMOND)	INTERNATIONAL	943,735 8/22/2007	REGISTERED: Renewal Due 8/22/2027
TSI & LOGO (DIAMOND)	CHINA	7207174 11/20/2013	REGISTERED: Renewal Due 11/20/2023
TSI & LOGO (DIAMOND)	SINGAPORE	T09/01608G 1/03/2012	REGISTERED: Renewal Due 2/17/2019
TSI & LOGO (DIAMOND)	CANADA	TMA841,542 1/29/2013	REGISTERED: Renewal Due 1/29/2028
TSI AIRFLOW & DESIGN  TSI   AIRFLOW	US	3,968,345 5/31/2011	REGISTERED: Renewal Due 5/31/2021
TSI AND DESIGN 	US	1,408,297 9/9/1986	REGISTERED: Renewal Due 9/09/2016 <b>ALLOW TO LAPSE?</b>
TSI AND DESIGN	CANADA	476120 5/12/1997	REGISTERED: Renewal Due 5/12/2027 <b>ALLOW TO LAPSE?</b>
TSI AND DESIGN	CHINA	1313879 9/14/1999	REGISTERED: Renewal Due 9/14/2019 <b>ALLOW TO LAPSE?</b>
TSI AND DESIGN	EUROPEAN UNION	313999 10/19/1998	Allow to Lapse
TSI AND DESIGN	FRANCE	1420892 7/31/1987	REGISTERED: Renewal Due 7/31/2017 <b>ALLOW TO LAPSE?</b>
TSI AND DESIGN	GREAT BRITAIN	1280220 9/24/1986	REGISTERED: Renewal Due 9/24/2017 <b>ALLOW TO LAPSE?</b>
TSI AND DESIGN	INDIA	1364070 6/15/2005	Allow to Lapse
TSI AND LOGO DESIGN (MN STATE)	MN State	27,781 9/8/1998	REGISTERED: Renewal Due 9/8/2018 <b>ALLOW TO LAPSE?</b>

VELOCICALC 	US	1,530,707 03/21/1989	REGISTERED: Renewal Due 3/21/2019
VELOCICHECK (2 <sup>nd</sup> )	US	4,099,680 5/7/2010	REGISTERED: Renewal Due 2/4/2018
VELOMETER	US	1,232,587 3/29/1983	REGISTERED: Renewal Due 3/29/2023
VELOMETER JR.	US	1,035,246 3/9/1976	Allow to Lapse

DICKEY-john Corporation

TRADEMARK	COUNTRY	REG NO/ DATE	STATUS/ ACTION DUE
CONTROL POINT	US	2,183,560 8/25/1998	REGISTERED: Renewal Due: 8/25/2018
CONTROL POINT	CANADA	TMA506921 1/21/1999	REGISTERED: Renewal Due 1/21/2029
DESIGN	MEXICO	206834 10/1/1977	REGISTERED: Renewal Due 1/12/2022
DESIGN HEXAGON 	US	2,231,209 3/9/1999	REGISTERED: Renewal Due 3/9/2019
DESIGN HEXAGON	ARGENTINA	1708080 12/4/1998	REGISTERED: Renewal Due 12/4/2018
DESIGN HEXAGON	AUSTRALIA	A745539 10/31/1997	REGISTERED: Renewal Due 10/31/2017
DESIGN HEXAGON	CANADA	TMA511428 5/3/1999	REGISTERED: Renewal Due 5/3/2029
DESIGN HEXAGON	CHINA	1356218 1/21/2000	REGISTERED: Renewal Due 1/21/2020
DESIGN HEXAGON	EUROPEAN UNION	646836 11/18/1999	REGISTERED: Renewal Due 9/29/2017
DESIGN HEXAGON	HUNGARY	152487 6/22/1998	REGISTERED: Renewal Due 10/8/2017
DESIGN HEXAGON	MEXICO	635097 12/1/1999	REGISTERED: Renewal Due 10/21/2017



DESIGN HEXAGON	NEW ZEALAND	283223 9/15/1998	REGISTERED: Renewal Due 4/8/2017
DESIGN HEXAGON	RUSSIA	173069 3/17/1999	REGISTERED: Renewal Due 10/8/2017
DESIGN HEXAGON	SOUTH AFRICA	97/15293 10/9/1997	REGISTERED: Renewal Due 10/9/2017
DESIGN HEXAGON	UKRAINE	20296 8/15/2001	REGISTERED: Renewal Due 10/15/2017
DICKEY-JOHN (Electronic equipment for agriculture....)	US	1,029,978 1/13/1976	REGISTERED: Renewal Due 1/13/2026
DICKEY-JOHN (Monitors for air operated seed planters...)	US	1038741 5/4/1976	REGISTERED: Renewal Due 5/4/2026
DICKEY-JOHN	AUSTRALIA	B291851 9/18/1978	REGISTERED: Renewal Due 11/5/2026
DICKEY-JOHN	BENELUX	336601 3/2/1976	REGISTERED: Renewal Due 5/12/2026
DICKEY-JOHN	BRAZIL	6463460 9/25/1976	REGISTERED: Renewal Due 9/25/2026
DICKEY-JOHN	CANADA	224099 11/10/1977	REGISTERED: Renewal Due 11/10/2022
DICKEY-JOHN	CANADA	186674 11/17/1972	REGISTERED: Renewal Due 11/17/2017
DICKEY-JOHN	INDIA	1513521 12/15/2006	REGISTERED: Renewal Due 12/15/2016
DICKEY-JOHN	INTERNATIONAL	908913 12/5/2006	REGISTERED: Renewal Due 12/5/2026
DICKEY-JOHN	JAPAN	2451602 9/30/1992	REGISTERED: Renewal Due 9/30/2022
DICKEY-JOHN	KAZAKHSTAN	26031 8/11/2008	REGISTERED: Renewal Due 12/21/2016
DICKEY-JOHN	NEW ZEALAND	B113682 11/3/1975	REGISTERED: Renewal Due 11/3/2020
DICKEY-JOHN	NORWAY	908913 12/5/2006	REGISTERED: Renewal Due 12/5/2016
DICKEY-JOHN	RUSSIA	908913 12/5/2006	REGISTERED: Renewal Due 12/5/2016
DICKEY-JOHN	SOUTH AFRICA	B76/3844 11/11/1977	REGISTERED: Renewal Due 7/27/2026
DICKEY-JOHN	SWITZERLAND	908913 12/5/2006	REGISTERED: Renewal Due 12/5/2016
DICKEY-JOHN	TURKEY	908913 12/5/2006	REGISTERED: Renewal Due 12/5/2016
DICKEY-JOHN	UKRAINE	908913 12/5/2006	REGISTERED: Renewal Due 12/5/2016
<b>DICKEY-JOHN &amp; Hexagon Design</b>	<b>TURKEY</b>	<b>2005/43975 10/12/2005</b>	REGISTERED: Renewal Due 10/12/2025

DICKEY-JOHN stylized	US	923,503 11/9/1971	REGISTERED: Renewal Due 11/9/2021
DICKEY-JOHN stylized	ARGENTINA	1703545 10/20/1978	REGISTERED: Renewal Due 9/30/2019
DICKEY-JOHN stylized	MEXICO	195630 6/7/1976	Cancelled
GAC	US	2877556 8/24/2004	REGISTERED: Renewal Due 8/24/2024
GAC	ARGENTINA	2045052 9/30/2005	REGISTERED: Renewal Due 9/30/2025
GAC	AUSTRALIA	984987 5/26/2004	REGISTERED: Renewal Due 1/15/2024
GAC	BRAZIL	826231535 12/11/2007	REGISTERED: Renewal Due 12/11/2017
GAC	CANADA	640547: 5/26/2005	REGISTERED: Renewal Due 5/26/2020
GAC	CHINA	6608035 5/7/2010	REGISTERED: Renewal Due 5/7/2020
GAC	EUROPEAN UNION	3618436 6/23/2005	REGISTERED: Renewal Due 1/15/2024

TRADEMARK	COUNTRY	REG NO/ DATE	STATUS/ ACTION DUE
GAC	INDIA	1513520 12/15/2006	REGISTERED: Renewal Due 12/14/2016
GAC	INTERNATIONAL	907191 12/5/2006	REGISTERED: Renewal Due 12/5/2016
GAC	KAZAKHSTAN	26033 8/11/2008	REGISTERED: Renewal Due 12/21/2016
GAC	MEXICO	907191 12/5/2006	REGISTERED: Renewal Due 12/5/2016
GAC	NORWAY	907191 12/5/2006	REGISTERED: Renewal Due 12/5/2016
GAC	RUSSIA	907191 12/5/2006	REGISTERED: Renewal Due 12/5/2016
GAC	SOUTH AFRICA	2006/30014 12/8/2006	REGISTERED: Renewal Due 12/8/2016
GAC	SWITZERLAND	907191 12/5/2006	REGISTERED: Renewal Due 12/5/2016
GAC	TURKEY	907191 12/5/2006	REGISTERED: Renewal Due 12/5/2016
GAC	UKRAINE	907191 12/5/2006	REGISTERED: Renewal Due 12/5/2016
GAC III	US	1284152 7/3/1984	REGISTERED: Renewal Due 7/3/2024
GAC III	JAPAN	2131431 4/28/1989	REGISTERED: Renewal Due 4/28/2019
INSTALAB	US	1,385,852 3/11/1986	REGISTERED: Renewal Due 3/11/2026

INSTALAB	AUSTRALIA	907195 12/5/2006	REGISTERED: Renewal Due 12/5/2016
INSTALAB	EUROPEAN UNION	907195 12/5/2006	REGISTERED: Renewal Due 12/5/2016
INSTALAB	INDIA	1513520 12/14/2006	REGISTERED: Renewal Due 12/14/2016
INSTALAB	INTERNATIONAL	907195 12/5/2006	REGISTERED: Renewal Due 12/5/2016
INSTALAB	JAPAN	2168442 9/29/1989	REGISTERED: Renewal Due 9/29/2019
INSTALAB	KAZAKHSTAN	26032 8/11/2008	REGISTERED: Renewal Due 12/21/2016
INSTALAB	NEW ZEALAND	760307 6/7/2007	REGISTERED: Renewal Due 6/7/2017
INSTALAB	NORWAY	907195 12/5/2006	REGISTERED: Renewal Due 12/5/2016
INSTALAB	RUSSIA	907195 12/5/2006	REGISTERED: Renewal Due 12/5/2016
INSTALAB	SOUTH AFRICA	2006/30013 12/8/2006	REGISTERED: Renewal Due 12/8/2016
INSTALAB	SWITZERLAND	907195 12/5/2006	REGISTERED: Renewal Due 12/5/2016
INSTALAB	TURKEY	907195 12/5/2006	REGISTERED: Renewal Due 12/5/2016
INSTALAB	UKRAINE	907195 12/5/2006	REGISTERED: Renewal Due 12/5/2016
		REG NO/ DATE	STATUS/ ACTION
INTELLIAG	US	3,476,260 7/29/2008	REGISTERED: Renewal Due 7/29/2018
INTELLIAG	ARGENTINA	2280583 4/7/2009	REGISTERED: Renewal Due 4/7/2019
INTELLIAG	AUSTRALIA	958919 3/8/2008	REGISTERED: Renewal Due 3/8/2018
INTELLIAG	BRAZIL	829.917.110 11/2/2010	REGISTERED: Renewal Due 11/9/2020
INTELLIAG	COLUMBIA	367.447 11/28/2008	REGISTERED: Renewal Due 11/28/2018
INTELLIAG	EQUADOR	566-09 11/25/2008	REGISTERED: Renewal Due 11/25/2018
INTELLIAG	EUROPEAN UNION	958919 3/7/2008	REGISTERED: Renewal Due 3/7/2018
INTELLIAG	INTERNATION AL	958919 3/7/2008	REGISTERED: Renewal Due 3/7/2018
INTELLIAG	JAPAN	958919 3/10/2008	REGISTERED: Renewal Due 3/10/2018
INTELLIAG	KAZAKHSTAN	29616 8/14/2009	REGISTERED: Renewal Due 4/2/2018
INTELLIAG	NEW ZEALAND	786853 12/21/2007	REGISTERED: Renewal Due 10/2/2017
INTELLIAG	NORWAY	958919 3/12/2008	REGISTERED: Renewal Due 3/12/2018
INTELLIAG	PARAGUAY	333027 5/31/2010	REGISTERED: Renewal Due 5/31/2020

INTELLIAG	RUSSIA	958919 3/13/2008	REGISTERED: Renewal Due 3/13/2018
INTELLIAG	SOUTH AFRICA	2008/07312 4/2/2008	REGISTERED: Renewal Due 4/2/2018
INTELLIAG	SWITZERLAND	958919 3/14/2008	REGISTERED: Renewal Due 3/14/2018
INTELLIAG	UKRAINE	958919 3/11/2008	REGISTERED: Renewal Due 3/11/2018
INTELLIAG	Uruguay	390.53 11/3/2009	REGISTERED: Renewal Due 11/3/2019
INTELLIAG	UZBEKISTAN	958919 3/15/2008	REGISTERED: Renewal Due 3/13/2018
INTELLIAG	VENZUELA	310017 9/3/2009	REGISTERED: Renewal Due 9/3/2024
ISPEED	US	3,058,269 2/7/2006	REGISTERED: Renewal Due 2/7/2026
LAND MANAGER	US	2,118,373 12/2/1977	REGISTERED: Renewal Due 12/2/2017
LAND MANAGER	EUROPEAN UNION	726737 6/8/1999	REGISTERED: Renewal Due 1/19/2018
M-20P	US	3,010,663 11/1/2005	REGISTERED: Renewal Due 11/1/2025
M-20P	ARGENTINA	205644 12/7/2005	REGISTERED: Renewal Due 12/7/2025
M-20P	BRAZIL	826479073 5/10/2004	REGISTERED: Renewal Due 3/3/2018
		REG NO/ DATE	STATUS/ ACTION
M-20P	CANADA	632346 2/9/2005	REGISTERED: Renewal Due 2/9/2020
M-20P	CHINA	408938 1/28/2009	REGISTERED: Renewal Due 1/28/2019
M-3G	US	3,010,662 11/1/2005	REGISTERED: Renewal Pending
M-3G	ARGENTINA	205643 12/7/2005	REGISTERED: Renewal Due 12/7/2025
M-3G	CANADA	632828 2/9/2005	REGISTERED: Renewal Due 2/9/2020
M-3G	CHINA	4083957 1/28/2009	REGISTERED: Renewal Due 1/28/2019
MODEL 919	US	1,150,254 4/7/1981	REGISTERED: Renewal Due 4/7/2021
MOTOMCO	CANADA	TMA359890 9/1/1989	REGISTERED: Renewal Due 9/1/2019
MOTOMCO	US	1,132,135 4/1/1980	REGISTERED: Renewal Due 4/1/2020
PCS	EUROPEAN UNION	715086 5/5/2000	REGISTERED: Renewal Due 1/5/2018
SEED CHECK	EUROPEAN UNION	1164722 5/11/2004	REGISTERED: Renewal Due 5/6/2019
SEED MANAGER	US	2,219,689 1/19/1999	REGISTERED: Renewal Due 1/19/2019
SEED MANAGER	ARGENTINA	1708344 12/4/1998	REGISTERED: Renewal Due 12/4/2018

SEED MANAGER	AUSTRALIA	745551 10/1/1997	REGISTERED: Renewal Due 10/1/2017
SEED MANAGER	BRAZIL	820428671 11/22/2011	REGISTERED: Renewal Due 11/22/2021
SEED MANAGER	EUROPEAN UNION	646885 8/2/2000	REGISTERED: Renewal Due 9/29/2017
SEED MANAGER	MEXICO	572923 3/26/1998	REGISTERED: Renewal Due 10/10/2017
SEED SMART	US	2,231,208 3/9/1999	REGISTERED: Renewal Due 3/9/2019
SEED SMART	AUSTRALIA	741692 8/31/1998	REGISTERED: Renewal Due 8/19/2017
SEED SMART	BRAZIL	820250376 11/9/1999	REGISTERED: Renewal Due 11/9/2019
SEED SMART	EUROPEAN UNION	614305 5/5/2000	REGISTERED: Renewal Due 8/18/2017
SEED SMART	MEXICO	579200 6/26/1998	REGISTERED: Renewal Due 8/27/2017
TRI-GRAIN	US	1,625,816 12/4/1990	REGISTERED: Renewal Due 12/4/2020
VIGILENSE	US	3,674,257 8/25/2009	REGISTERED: Renewal Due 8/25/2019
VIGILENSE	BRAZIL	830070249 12/14/2010	REGISTERED: Renewal Due 12/14/2020
VIGILENSE	CANADA	TMA755,917 12/22/2009	REGISTERED: Renewal Due 12/22/2024

TRADEMARK	COUNTRY	REG NO/ DATE	STATUS/ ACTION DUE
VIGILENSE	INTERNATIONAL	980 203 9/22/2008	REGISTERED: Renewal Due 9/22/2018
VIGILENSE	NEW ZEALAND	796566 9/24/2008	REGISTERED: Renewal Due 9/24/2018
VIGILENSE	SOUTH AFRICA	2008/22580 9/25/2008	REGISTERED: Renewal Due 9/25/2018
VIGILENSE	Uruguay	396353 2/2/2011	REGISTERED: Renewal Due 2/2/2021

Environmental Systems Corporation

Trademarks				
CTY	TRADEMARK	APP NO	REG NO	STATUS
US	STACKVISION	78/349,209	3,163,436	REGISTERED
US	CEMSCAPE	78/784,579	3,320,903	REGISTERED
US	eKNOW	77/233,506	3,521,884	REGISTERED
US	SAFE PASSAGE PROGRAM	77/442,398	3,533,779	REGISTERED
US	ESC FLEETVISION	77/111,660	3,524,847	REGISTERED
US	CIMVISION	77/896,434	3,929,803	REGISTERED

Trademarks				
CTV	TRADEMARK	APP NO	REG NO	STATUS
US	ESC REMOTE HOSTING	77/896,438	3,929,804	REGISTERED
US	ESC & DESIGN (41)	78/925,633	3,258,279	REGISTERED
US	ESC & DESIGN (9)	78/925,625	3,258,278	REGISTERED
US	ESC & DESIGN (42)	78/925,642	3,258,280	REGISTERED

4. Registered Trade Names:

None.

5. Registered Copyrights:

None.