

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405026

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the previously recorded assignment against Serial Number 75205881 previously recorded on Reel 001646 Frame 0683. Assignor(s) hereby confirms the Security Agreement.
RESUBMIT DOCUMENT ID:	900380764

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AAI SYSTEMS MANAGEMENT, INC., TO BE KNOWN AS SYSTEMS MANAGEMENT, INC.		09/30/1997	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	SEIDLER CAPITAL PARTNERS L.P.
Street Address:	3030 PLAZA VII
Internal Address:	45 SOUTH SEVENTH STREET
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75205811	NEXWOS

CORRESPONDENCE DATA

Fax Number: 4153939887
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: 415.954.0200
Email: trademark@squirepb.com
Correspondent Name: Allyson M. Madrid
Address Line 1: Squire Patton Boggs (US) LLP
Address Line 2: 275 Battery Street, Suite 2600
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	991052.00888
NAME OF SUBMITTER:	Allyson M. Madrid
SIGNATURE:	/Allyson M. Madrid/

DATE SIGNED:

11/09/2016

Total Attachments: 6

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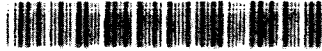
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MKD
10-15-97



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To the Honorable Commissioner of Patents and Trademarks, Please refer to the attached original documents or copy thereof.

1. Name of conveying party(ies):
AAJ Systems Management, Inc., to be known
as Systems Management, Inc.
100 West Main Street, Suite 400
Champaign, Illinois 61820

- Individual(s)
- General Partnership
- Corporation-State Maryland
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Seidler Capital Partners L.P.

Internal Address: 3030 Plaza VII

Street Address: 45 South Seventh Street

City: Minneapolis State: MN ZIP: 55402

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 30, 1997

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75-205,881

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: George Borababy

Internal Address: Patton Boggs, L.L.P.

Street Address: 2550 M Street N.W.

City: Washington State: D.C. ZIP: 20047

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

George M. Borababy
Name of Person Signing

Signature

Total number of pages including cover sheet, attachments, and document: 5

75205881 0000101 00/28/1997 Date

TRADEMARK SECURITY AGREEMENT

WHEREAS, AAI SYSTEMS MANAGEMENT, INC., a Maryland corporation, to be known as Systems Management, Inc. ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and SEIDLER CAPITAL PARTNERS L.P., a Delaware limited partnership ("Grantee") are parties to a Note Purchase Agreement dated September 30, 1997 (as the same may be amended and in effect from time to time, the "Note Purchase Agreement"), providing for the purchase by Grantee from Grantor of a senior subordinated note in the original principal amount of \$3,500,000; and

WHEREAS, pursuant to the terms of the Security Agreement dated September 30, 1997 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), by and among Grantor and Grantee, Grantor has granted to Grantee a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note Purchase Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and


(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in

Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and 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 WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30th day of September, 1997.


AAI SYSTEMS MANAGEMENT, INC.

By: 
Name: D. TYLER MAYORAS
Title: CHAIRMAN

ACKNOWLEDGED AND ACCEPTED
ON THE DATE FIRST WRITTEN
ABOVE:

SEIDLER CAPITAL PARTNERS L.P.

By: Seidler Capital, ^{L.P.} Ltd.,
its general partner

By: 
Name: Scott L. Becker
Title: Managing Director

**Schedule 1
to Trademark
Security Agreement**

TRADEMARK REGISTRATIONS

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>	<u>FIRST USE</u>	<u>GOODS</u>
NEXWOS	75-205.881	November 7, 1996	June 1, 1994	009-automated weather observing system for aviation industry

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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