

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM404994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		08/12/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 West Washington St., 21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1828535	WIS	
CORRESPONDENCE DATA			
Fax Number:	2128066006		
<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:	2128065763		
Email:	afisher@stroock.com		
Correspondent Name:	Jeffrey M. Mann		
Address Line 1:	180 Maiden Lane, 38th Floor		
Address Line 4:	New York, NEW YORK 10038-4982		
ATTORNEY DOCKET NUMBER:	005491/0001		
NAME OF SUBMITTER:	Jeffrey M. Mann		
SIGNATURE:	/jeffrey m. mann/		
DATE SIGNED:	11/09/2016		
Total Attachments: 6			
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**Assignment and Assumption of
Second Lien Intellectual Property Security Agreement**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Assignment and Assumption”) effective as of August 12, 2016 (“Effective Date”) is made by **ANTARES CAPITAL LP**, as resigning administrative agent and collateral agent for the Secured Parties (as defined in the Second Lien Credit Agreement defined below), as assignor (“Assignor”) and **CORTLAND CAPITAL MARKET SERVICES LLC**, as successor administrative agent and collateral agent for the Secured Parties, as assignee (“Assignee”).

WHEREAS, Washington Inventory Service (“Borrower”) entered into that certain Second Lien Credit Agreement, dated as of December 20, 2012 (as amended, restated, supplemented or otherwise modified, the “Second Lien Credit Agreement”; unless otherwise defined herein, terms defined in the Second Lien Credit Agreement or the Second Lien IP Security Agreement (as defined below) shall have the meaning given to them in the Second Lien Credit Agreement or the Second Lien IP Security Agreement, as the case may be), by and among Borrower, the financial institutions from time to time party thereto as lenders (collectively, the “Lenders”), General Electric Capital Corporation (“GECC”), as administrative and collateral agent for the Lenders, and the other agents and entities party thereto;

WHEREAS, Borrower and WIS International, Inc. (collectively, “Grantors”) entered into that certain Second Lien Intellectual Property Security Agreement dated as of December 20, 2012 (as amended, restated, supplemented or otherwise modified, the “Second Lien IP Security Agreement”), by and among Grantors, and GECC, as administrative and collateral agent for the Lenders and other secured parties covering certain intellectual property set forth on Exhibit A (“IP Collateral”) which Second Lien IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 029592 Frame 0696 and Reel 4938 Frame 0808 for the secured patents and trademarks respectively;

WHEREAS, pursuant to that certain Assignment of Intellectual Property Security Agreement dated August 21, 2015 by and among GECC as resigning agent and Assignor as successor agent (“2015 Assignment”) GECC assigned and transferred all of its rights title and interest under the Second Lien IP Security Agreement to Assignor and its successors and assigns which 2015 Assignment was recorded at the USPTO with respect to the second liens over patents at Reel 036465 Frame 0913 and with respect to the second liens over trademarks at Reel 5609 Frame 0123; and

WHEREAS, pursuant to that certain Agency Assignment and Acceptance Agreement (“2016 Assignment”) dated August 12, 2016 by and among Assignor as resigning agent and Assignee as succeeding agent among other parties, Assignor assigned to Assignee its rights, powers, privileges, responsibilities, duties and obligations as administrative agent and collateral agent under the Second Lien Credit Agreement, the Second Lien Pledge and Security Agreement, the Second Lien IP Security Agreement and the other Security Documents and the other Transactions Documents, subject to the terms of the 2016 assignment.


NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Subject to the 2016 Assignment, Assignor hereby assigns to Assignee all of its right, title and interest in and to any and all Liens and security interests of any type created under or pursuant to the Second Lien IP Security Agreement.
2. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO pursuant to the 2016 Assignment. The parties hereby authorize and request the Commissioner of Patents and the Commissioner of Trademarks to record this Assignment and Assumption in the USPTO with respect to the IP Collateral.
3. This Assignment and Assumption has been entered into pursuant to and in conjunction with the 2016 Assignment, which is hereby incorporated by reference herein. The provisions of the 2016 Assignment shall supersede and control over any conflicting or inconsistent provision herein.
4. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
5. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

ANTARES CAPITAL LP, as Assignor

By: 

Name: **Kirk E. Sonnefeld**

Title: **Duly Authorized Signatory**

Accepted:

**CORTLAND CAPITAL MARKET
SERVICES LLC**, as Assignee

By: 

Name:

Polina Arsentyeva

Title:

Associate Counsel

Exhibit A
IP COLLATERAL

Patents:

Owner	Name	Patent /Application No. (Filing Date):
Washington Inventory Service	“System and Method for Processer-Based Inventory Data Collection and Validation”	US App. No. 10/932,472 (Sept. 1, 2004)
Washington Inventory Service	“Software Application for Inventory Data Collection, Validation and Consideration”	US App. No. 10/981,257 (Nov. 3, 2004)
Washington Inventory Service	“System and Method for Processer-Based Inventory Data Collection and Validation with Internal Integrated Scanner”	US App. No. 11/434,328 (May 15, 2006)
Washington Inventory Service	“System and Method for Assigning Plurality of Locations to Individuals and Routing Individuals to Locations”	US App. No. 11/090,084 (Mar. 25, 2005)
WIS International, Inc.	“Hand-held Data Collector with Removable Scanner”	Patent No. D646282; US App. No. 29/365,524 (Jul. 9, 2010)
WIS International, Inc.	“Hand-held Data Collector with Removable Scanner”	Patent No. D633501; US App. No. 29/365,528 (Jul. 9, 2010)
WIS International, Inc.	“Hand-held Data Collector with Detachable Scanner”	US App. No. 12/960,124 (Dec. 3, 2010)
WIS International, Inc.	“Combined Hand-held Data Collection Base and Detachable Scanner”	Patent No. D660297; US App. No. 29/382,946 (Jan. 10, 2011)

Trademarks:

Owner	Trademark	Registration No.
Washington Inventory Service	WIS (and design)	1,828,535 (US)
Washington Inventory Service	Washington Inventory Service	1,970,029 (Argentina)
Washington Inventory Service	Washington Inventory Service	1,979,030 (Argentina)
Washington Inventory Service	WIS	1,979,031 (Argentina)
Washington Inventory Service	WIS	2,003,529 (Argentina)
Washington Inventory Service	WIS International	App. No. 2094995 (Filing Date: Feb. 4, 2011) (India)
Washington Inventory Service	WIS Argentina	1979032 (Argentina)
Washington Inventory Service	WIS Argentina	1979032 (Argentina)