

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASHTON-POTTER (USA) LTD.		12/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WHITE OAK GLOBAL ADVISORS, LLC		
Street Address:	3 EMBARCADERO CENTER, SUITE 550		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86716540	ITRACKNTRACE	
Serial Number:	86716534	ITRACKNTRACE	
Serial Number:	86716545	THE POWER OF IDENTITY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kansley@stradley.com		
Correspondent Name:	KAREEM ANSLEY		
Address Line 1:	STRADLEY RONON		
Address Line 2:	100 PARK AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	188071-0025		
NAME OF SUBMITTER:	Kareem Ansley		
SIGNATURE:	/Kareem Ansley/		
DATE SIGNED:	01/04/2017		
Total Attachments: 9			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “**Agreement**”), dated as of December 29, 2016, is made by and between ASHTON-POTTER (USA) LTD., a Delaware corporation (“**Grantor**”), in favor of WHITE OAK GLOBAL ADVISORS, LLC, a Delaware limited liability company, as administrative agent (“**Administrative Agent**”).

Recitals

A. Grantor, the other Persons named therein as Loan Parties, Administrative Agent and the Persons signatory thereto from time to time as the Lenders are parties to that certain Loan and Security Agreement (as amended, restated, modified and/or supplemented from time to time, the “**Loan Agreement**”) dated the same date as this Agreement, setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of Grantor and the other Loan Parties.

B. As a condition to extending credit to or for the account of Grantor, Administrative Agent has required the execution and delivery of this Agreement by Grantor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“Patents” means all of Grantor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Grantor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Grantor hereby irrevocably pledges and assigns to, and grants to Administrative Agent, on behalf of itself and the Lenders, a security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the

Security Interest is coupled with a security interest in substantially all of the personal property of Grantor. This Agreement grants only the Security Interest herein described, it is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Grantor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Grantor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Grantor.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Grantor as of the date hereof, or to which Grantor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Grantor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Grantor shall within 60 days provide written notice to Administrative Agent with a replacement Exhibit A, which upon acceptance by Administrative Agent shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Grantor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, Grantor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Grantor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Grantor shall promptly provide written notice to Administrative Agent with a replacement Exhibit B, which upon acceptance by Administrative Agent shall become part of this Agreement.

(d) **[Reserved.]**

(e) **Title.** Grantor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Grantor (i) will have, at the time Grantor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Loan Agreement, Grantor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Administrative Agent's prior written consent.

(g) **Defense.** Grantor will at its own expense, where it reasonably deems prudent and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Grantor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, where it reasonably deems prudent, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Grantor covenants that it will not, except where Grantor reasonably deems prudent, abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Administrative Agent: (i) sufficient written notice, of at least 30 days, to allow Administrative Agent to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Administrative Agent's Right to Take Action.** If Grantor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Administrative Agent gives Grantor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Grantor notifies Administrative Agent that it intends to abandon a Patent or Trademark, Administrative Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Grantor (or, at Administrative Agent's option, in Administrative Agent's own name) and may (but need not) take any and all other actions which Administrative Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Grantor shall pay Administrative Agent on demand the amount of all moneys expended and all costs and expenses (including reasonable and documented out-of-pocket attorneys' fees and disbursements) incurred by Administrative Agent in connection with or as a result of Administrative Agent's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Administrative Agent at the Default Rate.

(k) **Power of Attorney.** To facilitate Administrative Agent's taking action under subsection (i) and exercising its rights under Section 6, Grantor hereby irrevocably appoints (which appointment is coupled with an interest) Administrative Agent, or its delegate, as the attorney-in-fact of Grantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on

behalf of Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Grantor under this Section 3, or, necessary for Administrative Agent, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Grantor's Use of the Patents and Trademarks. Grantor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Grantor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Administrative Agent may, at its option, take any or all of the following actions:

(a) Administrative Agent may exercise any or all remedies available under the Loan Agreement.

(b) Administrative Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Administrative Agent may enforce the Patents and Trademarks and any licenses thereunder, and if Administrative Agent shall commence any suit for such enforcement, Grantor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents required by Administrative Agent in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Administrative Agent. A waiver signed by Administrative Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Administrative Agent's rights or remedies. All rights and remedies of Administrative Agent shall be cumulative and may be exercised singularly or concurrently, at Administrative Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement

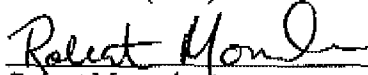
of any other. All notices to be given to Grantor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Administrative Agent shall not be obligated to preserve any rights Grantor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Grantor and Administrative Agent and their respective participants, successors and assigns and shall take effect when signed by Grantor and delivered to Administrative Agent, and Grantor waives notice of Administrative Agent's acceptance hereof. Administrative Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of Administrative Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Grantor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telefacsimile or in portable document format shall be effective as delivery of a manually executed counterpart of this Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

GRANTOR:

ASHTON-POTTER (USA) LTD.

By: 
Name: Robert Morreale
Title: Vice President of Finance/HR

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[Signature Page to Patent and Trademark Security Agreement]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

ADMINISTRATIVE AGENT:

WHITE OAK GLOBAL ADVISORS, LLC

By: 

Name: _____

Andre Hakkak

Title: _____

CEO

EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

None.

FOREIGN PATENT APPLICATIONS

None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

None.

APPLICATIONS

Owner	Mark	Applications Number	Application Date
Ashton-Potter (USA) Ltd.	ITRACKNTRACE	86/716540 (intent to use)	8/6/2015
Ashton-Potter (USA) Ltd.	ITRACKNTRACE and Design	86/716534 (intent to use)	8/6/2015
Ashton-Potter (USA) Ltd.	THE POWER OF IDENTITY	86/716545 (intent to use)	8/6/2015

COLLECTIVE MEMBERSHIP MARKS

None.