

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTON SOLUTIONS (IPR), INC.		10/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK OF PENNSYLVANIA		
Street Address:	602 OFFICE CENTER DRIVE		
Internal Address:	SUITE 100		
City:	FORT WASHINGTON		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	FINANCIAL INSTITUTION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2106533	AIRMATE	
Registration Number:	1566410	LT3	
Registration Number:	2829466		
Registration Number:	3068725	TEAMLINK	
Registration Number:	4163674	HARMONIZED COMMUNITY	
Registration Number:	3402283	RESPONDFAST	
Registration Number:	3402284	RESPONDFAST	
Registration Number:	3576580	TEAMLINK	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	PECSENYE@BLANKROME.COM		
Correspondent Name:	TIMOTHY D. PECSENYE		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	ONE LOGAN SQUARE		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		

OP \$215.00 2106533

ATTORNEY DOCKET NUMBER:	116280-01038
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	10/03/2017

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of October 3, 2017, is made by and **WESTON SOLUTIONS (IPR), INC.**, a Delaware corporation (the “Grantor”) and **CITIZENS BANK OF PENNSYLVANIA**, a Pennsylvania state chartered bank, as Lender under the Loan Agreement (as defined below) (together with its successors and permitted assigns, “Lender”), having a business location at 602 Office Center Drive, Suite 100, Fort Washington, Pennsylvania 19034. Capitalized terms used herein and not herein defined shall have the same meanings assigned to such terms in the Loan Agreement (as defined below).

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

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

“Copyrights” means all of the Grantor’s right, title and interest in and to the registered copyrights listed on Exhibit A, including, without limitation, all renewals and extensions of the foregoing, and all products and proceeds of the foregoing, including the right to receive Royalties with respect to any of the foregoing, and the right to sue for any past, present or future infringement or violation thereof.

“Loan Agreement” means the Loan and Security Agreement, dated as of the date hereof, among Grantor, the other Loan Parties party thereto and Lender, as amended, restated, supplemented or otherwise modified from time to time.

“Patents” means all of the Grantor’s right, title and interest in and to the patents and applications for patents listed on Exhibit B, including, without limitation, all divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement or violation thereof.

“Royalties” means all royalties, fees, expense reimbursement and other amounts payable to Grantor.

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

“Trademarks” means all of the Grantor’s right, title and interest in and to the registered or pending trademarks and service marks listed on Exhibit C, including, without limitation, the respective goodwill associated with any of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement, dilution or violation thereof.

2. Security Interest. The Grantor hereby grants to Lender, for the benefit of Lender, a security interest in and lien upon (the "Security Interest") the Copyrights, the Patents and the Trademarks to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title and makes no assignment and grants no right to assign. The parties understand and agree that this Agreement will be recorded with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, to indicate that Lender is collateral assignee with respect to the Copyrights, Trademarks and Patents.

3. Remedies. Upon the occurrence and during the continuance of an Event of Default, Lender may exercise any or all remedies available under the Loan Agreement.

4. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the Security Interest in the Copyrights, Trademarks and Patents made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Governing Law. This Agreement shall be governed by the internal law of the Commonwealth of Pennsylvania without regard to conflicts of law provisions.

[SIGNATURE PAGE FOLLOWS]

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

WESTON SOLUTIONS (IPR), INC., as Grantor

By: 

Name: Vincent A. Laino, Jr.

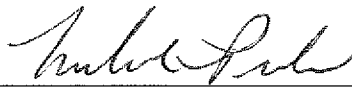
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK
REEL: 006171 FRAME: 0953**

ACCEPTED AND AGREED
as of the date first above written:

CITIZENS BANK OF PENNSYLVANIA, as Lender

By: 

Name: Michael Puleo

Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK
REEL: 006171 FRAME: 0954**

EXHIBIT A

UNITED STATES REGISTERED OR PENDING COPYRIGHTS

None.



EXHIBIT B



UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

None.

EXHIBIT C

UNITED STATES REGISTERED OR PENDING TRADEMARKS AND SERVICE MARKS

Mark	Owner	App. No./Reg. No.	Registration Date	Application Date
<u>AIRMATE</u>	Weston Solutions (Ipr), Inc. (DELAWARE CORP.)	RN: 2106533 SN: 75100916	October 21, 1997	May 8, 1996
<u>LT3</u>	Weston Solutions (Ipr), Inc. (DELAWARE CORP.)	RN: 1566410 SN: 73747493	November 14, 1989	August 22, 1988
<u>Design Only</u> 	Weston Solutions (Ipr), Inc. (DELAWARE CORP.)	RN: 2829466 SN: 76480642	April 6, 2004	January 7, 2003
<u>TEAMLINK and Design</u> 	Weston Solutions (Ipr), Inc. (DELAWARE CORP.)	RN: 3068725 SN: 76563269	March 14, 2006	November 20, 2003
<u>HARMONIZED</u>	Weston Solutions	RN: 4163674	June 26, 2012	August 8, 2011

Mark	Owner	App. No./Reg. No.	Registration Date	Application Date
<u>COMMUNITY</u>	(Ipr), Inc. (DELAWARE CORP.)	SN: 85391808		
<u>RESPONDFAST</u> (Stylized) 	Weston Solutions (Ipr), Inc. (DELAWARE CORP.)	RN: 3402283 SN: 76654485	March 25, 2008	January 31, 2006
<u>RESPONDFAST</u> and Design 	Weston Solutions (Ipr), Inc. (DELAWARE CORP.)	RN: 3402284 SN: 76654490	March 25, 2008	February 1, 2006
<u>TEAMLINK</u>	Weston Solutions (Ipr), Inc. (DELAWARE CORP.)	RN: 3576580 SN: 76563156	February 17, 2009	November 20, 2003