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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM449184

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elo Touch Solutions, Inc.		10/31/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent	
Street Address:	383 Madison Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10179	
Entity Type:	Bank: UNITED STATES	

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1512523	ACCUTOUCH
Serial Number:	87157207	COACH
Registration Number:	3831026	ELO
Registration Number:	4462265	ELO
Registration Number:	5041874	ELO INTERACTIVE
Registration Number:	4569589	ELO PAYPOINT
Registration Number:	1951237	ELO TOUCHSYSTEMS
Registration Number:	1925258	ELO TOUCHSYSTEMS
Registration Number:	4785277	ELOVIEW
Registration Number:	1532779	INTELLITOUCH
Registration Number:	2594753	ITOUCH
Registration Number:	4569590	PAYPOINT
Registration Number:	2154056	SECURETOUCH
Serial Number:	87061717	TOUCHPRO
Registration Number:	2347225	TOUCHTOOLS
Registration Number:	4580905	VUPOINT

CORRESPONDENCE DATA

Fax Number: 8009144240

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

900426940 REEL: 006193 FRAME: 0976

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	10/31/2017

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.			
Name of conveying party(ies): Elo Touch Solutions, Inc.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No Name: JPMorgan Chase Bank, N.A., as Collateral Agent		
Individual(s) Association	Street Address: 383 Madison Avenue		
Partnership Limited Partnership	City: New York		
∑ Corporation- State: Delaware	State: NY		
Other_	Country: USA Zip: _10179		
Citizenship (see guidelines) U.S.A.	Individual(s) Citizenship		
Additional names of conveying parties attached? Yes No			
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship		
Execution Date(s) October 31, 2017	Limited Partnership Citizenship		
Assignment Merger	Corporation Citizenship		
	Other_Bank Citizenship USA If assignee is not domiciled in the United States, a domestic		
Other	representative designation is attached: Yes No (Designations must be a separate document from assignment)		
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) Text C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) See attached trademark schedule Additional sheet(s) attached? Yes No		
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Doris Ka, Legal Assistant	6. Total number of applications and registrations involved:		
Internal Address: Cahill Gordon & Reindel LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
Street Address: 80 Pine Street	Authorized to be charged to deposit account Enclosed		
City: New York	8. Payment Information:		
State: NY Zip: 10005			
Phone Number: (212) 701-3569	Deposit Account Number		
Docket Number: <u>57320.1190</u>			
Email Address: dka@cahill.com	Authorized User Name		
9. Signature: Tous 1/2	October 31, 2017		
Signature	Date		
Doris Ka Name of Person Signing	Total number of pages including cover sheet, attachments, and document: 7		

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2017 (as amended, supplemented or otherwise modified from time to time, this "<u>Trademark Security Agreement</u>") between ELO TOUCH SOLUTIONS, INC., a Delaware corporation with offices located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 (the "<u>Grantor</u>"), and JPMORGAN CHASE BANK, N.A. (the "<u>Collateral Agent</u>"), in its capacity as collateral agent pursuant to the Credit Agreement (as defined below).

WHEREAS, the Grantor and the Collateral Agent, among others, are parties to that certain (i) Credit Agreement, of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (ii) Guarantee and Collateral Agreement, of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, pursuant to the Security Agreement, as security for the payment or performance, as the case may be, in full of the Obligations, the Grantor pledged to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the Trademark Collateral (as defined below) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

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

SECTION 1. <u>Definitions</u>. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) (i) all trademarks, service marks, certification marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, slogans, logos, Internet domain names, other source or business identifiers, designs and general intangibles of like nature, whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States of any other country or any political subdivision thereof, (ii) all registrations and recordings

thereof, and all applications filed in connection therewith, including in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, including those listed on Schedule A hereto, (iii) all renewals thereof, (iv) goodwill connected with the use thereof and symbolized thereby, (v) all other assets, rights and interests that uniquely reflect or embody such goodwill, (vi) all rights and privileges arising under applicable law with respect to the use of any of the foregoing, (vii) all income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder or with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violation thereof, (viii) all rights to sue for past, present or future infringements, dilutions or other violations thereof, and (ix) all rights corresponding thereto throughout the world (collectively, "Trademarks"); and

(b) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing;

provided that in no event shall the security interest attach to any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; provided, that, after such period, each Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Administrative Agent and shall be included in the Collateral.

SECTION 3. <u>Recordation</u>. The Grantor hereby authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Interest in the United States Patent and Trademark Office, or other applicable government office or registrar.

SECTION 4. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern and control.

SECTION 5. <u>Term.</u> The term of this Trademark Security Agreement shall be coextensive with the Security Agreement as its term is set forth in Section 7.15 of the Security Agreement.

SECTION 6. <u>Counterparts</u>. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 7.04 of the Security Agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic

transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 7. <u>Applicable Law.</u> THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

ELO TOUCH SOLUTIONS, INC., as Grantor

By:

Name: Yafei Wen

Title: Vice President, Finance, IT and

Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By:

Name: ,

Title: Authorized of

[Signature Page to Trademark Security Agreement]

Trademarks

Trademark	Country	Owner	Application #:	Registration #:
ACCUTOUCH	United States	Elo Touch Solutions, Inc.	73/720,354	1,512,523
СОАСН	United States	Elo Touch Solutions, Inc.	87/157,207	
ELO	United States	Elo Touch Solutions, Inc.	77/882,523	3,831,026
ELO & Design	United States	Elo Touch Solutions, Inc.	85/940049	4,462,265
ELO INTERACTIVE	United States	Elo Touch Solutions, Inc.	86/474958	5041874
ELO PAYPOINT	United States	Elo Touch Solutions, Inc	85/940061	4569589
ELO TOUCHSYSTEMS	United States	Elo Touch Solutions, Inc.	74/639325	1951237
ELO TOUCHSYSTEMS	United States	Elo Touch Solutions, Inc.	74/589692	1925258
ELOVIEW	United States	Elo Touch Solutions, Inc.	86/475270	4785277
INTELLITOUCH	United States	Elo Touch Solutions, Inc.	75/686717	1,532,779
ITOUCH	United States	Elo Touch Solutions, Inc.	75/686717	2,594,753
PAYPOINT	United States	Elo Touch Solutions, Inc.	85/940070	4569590
SECURETOUCH	United States	Elo Touch Solutions, Inc.	75/003514	2,154,056
TouchPro	United States	Elo Touch Solutions, Inc.	87/061717	ITU
TOUCHTOOLS	United States	Elo Touch Solutions, Inc.	75/745891	2,347,225
VUPOINT	United States	Elo Touch Solutions, Inc.	85/778809	4580905

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RECORDED: 10/31/2017