

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gleason Research Associates, Incorporated a/k/a Gleason Research Associates, Inc.		08/11/2017	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	Village Bank & Trust		
Street Address:	234 W. Northwest Highway		
City:	Arlington Heights		
State/Country:	ILLINOIS		
Postal Code:	60004		
Entity Type:	Illinois banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3866806	ASTS	
Serial Number:	86042550	FIGO	
CORRESPONDENCE DATA			
Fax Number:	3123468434		
<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:	312.476.7558		
Email:	mefdocket@lplegal.com		
Correspondent Name:	Marc E. Fineman		
Address Line 1:	2 N. LaSalle St.		
Address Line 2:	Suite 1300		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	39397-108306		
NAME OF SUBMITTER:	Marc E. Fineman		
SIGNATURE:	/Marc E. Fineman/		
DATE SIGNED:	11/03/2017		
Total Attachments: 14			
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (GLEASON)#page1.tif			

CH \$65.00 3866806

source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (GLEASON)#page2.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (GLEASON)#page3.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (GLEASON)#page4.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (GLEASON)#page5.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (GLEASON)#page6.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (GLEASON)#page7.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (GLEASON)#page8.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (GLEASON)#page9.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (GLEASON)#page10.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (GLEASON)#page11.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (GLEASON)#page12.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (GLEASON)#page13.tif
source=INTELLECTUAL PROPERTY SECURITY AGREEMENT (GLEASON)#page14.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of August 11, 2017, by GLEASON RESEARCH ASSOCIATES, INCORPORATED a/k/a GLEASON RESEARCH ASSOCIATES, INC., an Alabama corporation (the "Grantor"), in favor of VILLAGE BANK & TRUST (the "Bank").

RECITALS

A. The Grantor and/or its affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make loans to Grantor and/or its affiliates.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired copyrights, copyright applications, copyright licenses, patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each copyright and copyright application, including, without limitation, each copyright and copyright application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each copyright license, including, without limitation, each copyright license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any copyright, including, without limitation, any copyright referred to in Schedule 1 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 1 and any copyright licensed under any copyright license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Copyright Collateral");

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of August 11, 2017, by GLEASON RESEARCH ASSOCIATES, INCORPORATED a/k/a GLEASON RESEARCH ASSOCIATES, INC., an Alabama corporation (the "Grantor"), in favor of VILLAGE BANK & TRUST (the "Bank").

RECITALS

A. The Grantor and/or its affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make loans to Grantor and/or its affiliates.

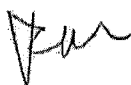
B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired copyrights, copyright applications, copyright licenses, patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each copyright and copyright application, including, without limitation, each copyright and copyright application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each copyright license, including, without limitation, each copyright license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any copyright, including, without limitation, any copyright referred to in Schedule 1 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 1 and any copyright licensed under any copyright license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Copyright Collateral");

INTELLECTUAL PROPERTY SECURITY AGREEMENT

 THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of August 11, 2017, by GLEASON RESEARCH ASSOCIATES, INCORPORATED a/k/a GLEASON RESEARCH ASSOCIATES, INC., an Alabama corporation (the "Grantor"), in favor of VILLAGE BANK & TRUST (the "Bank").

RECITALS

A. The Grantor and/or its affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make loans to Grantor and/or its affiliates.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired copyrights, copyright applications, copyright licenses, patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

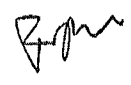
- (1) each copyright and copyright application, including, without limitation, each copyright and copyright application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each copyright license, including, without limitation, each copyright license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any copyright, including, without limitation, any copyright referred to in Schedule 1 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 1 and any copyright licensed under any copyright license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Copyright Collateral");

- (4) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each trademark license, including, without limitation, each trademark license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 2 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 2 and any trademark licensed under any trademark license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Trademark Collateral");
- (7) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (8) each patent license, including, without limitation, each patent license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;
- (9) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 3 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 3 and any patent licensed under any patent license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the "Patent Collateral").

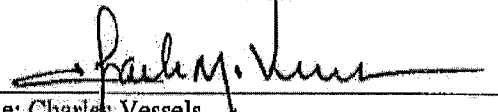
This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Copyright Collateral, Trademark Collateral and the Patent Collateral 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

The Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.



GLEASON RESEARCH ASSOCIATES,
INCORPORATED a/k/a
GLEASON RESEARCH ASSOCIATES, INC.

By: 
Name: Charles Vessels
Title: President and Chief Executive Officer

Acknowledged:

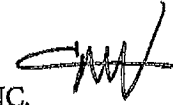
VILLAGE BANK & TRUST

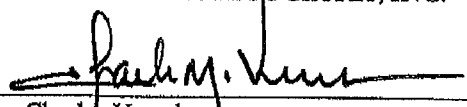
By: _____
Name: James Swabowski
Title: Authorized Signatory

*Signature Page to Intellectual Property
Security Agreement*

The Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GLEASON RESEARCH ASSOCIATES,
INCORPORATED a/k/a
GLEASON RESEARCH ASSOCIATES, INC.



By: 
Name: Charles Vessels
Title: President and Chief Executive Officer

Acknowledged:

VILLAGE BANK & TRUST

By: _____
Name: James Swabowski
Title: Authorized Signatory

*Signature Page to Intellectual Property
Security Agreement*

TRADEMARK
REEL: 006196 FRAME: 0122

The Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GLEASON RESEARCH ASSOCIATES,
INCORPORATED a/k/a
GLEASON RESEARCH ASSOCIATES, INC.

By: _____
Name: Charles Vessels
Title: President and Chief Executive Officer



Acknowledged:

VILLAGE BANK & TRUST

By: _____
Name: James Swabowski
Title: Authorized Signatory

*Signature Page to Intellectual Property
Security Agreement*

STATE OF AL)
COUNTY OF Limestone)^{ss}

On this 10 day of AUG, 2017, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public

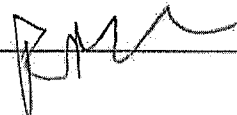
SCHEDULE 1
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights, Copyright Applications and Copyright Licenses

Copyright	Number	Date	Country	Owner
ASTS Barcode Scanner System Software	TX0007903958	2014-04-08	USA	Gleason Research Associates, Inc.
ASTS Comprehensive Training Guide	TXu001954786	2014-09-17	USA	Gleason Research Associates, Inc.
Auto-Scan Tracking System	TX0007745442	2013-05-17	USA	Gleason Research Associates, Inc.
Auto-scan tracking system 2	TXu001027237	2001-07-31	USA	Gleason Research Associates, Inc.
Auto-scan tracking system 2	TXu000935078	1999-12-09	USA	Gleason Research Associates, Inc.
Auto scan tracking system 3 : ASTS 3	TXu001224136	2005-01-28	USA	Gleason Research Associates, Inc.
Auto-Scan Tracking System with Figo	TX0007905168	2014-04-11	USA	Gleason Research Associates, Inc.
Auto-scan tracking system; ASTS	TXu000821371	1997-10-06	USA	Gleason Research Associates, Inc.
Figo User Manual v1,2	TXu001954784	2014-09-17	USA	Gleason Research Associates, Inc.
Inventory tracking system : source code	TXu000757317	1996-02-20	USA	Gleason Research Associates, Inc.
RAMPP	TX0007903214	2014-04-08	USA	Gleason Research Associates, Inc.
Auto Scan Tracking system (ASTS) with Figo	TX0008297807	2016-07-25	USA	Gleason Research Associates, Inc.


Schedules to Intellectual Property Security Agreement

Ultra scan: software for the APEX III barcode scanner	TXu001106810	2002-02-04	USA	Gleason Research Associates, Inc.
--	--------------	------------	-----	-----------------------------------

A handwritten signature in black ink, appearing to be 'R.M.', is written over the bottom right portion of the table's last cell.

SCHEDULE 2
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Mark	Number	Reg. Date	Country	Owner
ASTS	Reg. No. 3,866,806	October 26, 2010	USA	Gleason Research Associates, Inc. 
FIGO	Ser. No. 86/042550	Abandoned as of 11-21-2016	USA	Gleason Research Associates, Inc.

SCHEDULE 2
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

90

Trademarks, Trademark Applications and Trademark Licenses

Mark	Number	Reg. Date	Country	Owner
ASTS	Reg. No. 3,866,806	October 26, 2010	USA	Gleason Research Associates, Inc.
FIGO	Ser. No. 86/042550	Abandoned as of 11-21-2016	USA	Gleason Research Associates, Inc.

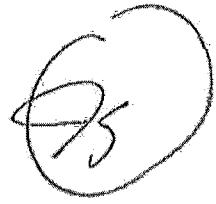
SCHEDULE 3
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

None.

A handwritten signature in black ink, appearing to be 'Jim', located on the right side of the page.

SCHEDULE 3
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT



Patents, Patent Applications and Patent Licenses

None.