

900439185 02/13/2018

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM461896

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
APT ACQUISITION LLC		01/29/2018	Corporation: Limited Liability Company
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HOME SAVINGS BANK		
<b>Street Address:</b>	275 Federal Plaza West		
<b>City:</b>	Youngstown		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44503		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4258237	QUIET PUCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2166961210		
<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>			
<b>Phone:</b>	2166961422		
<b>Email:</b>	kmh@mccarthydebit.com		
<b>Correspondent Name:</b>	Kristen M. Hoover		
<b>Address Line 1:</b>	101 W. Prospect Ave, Suite 1800		
<b>Address Line 4:</b>	Cleveland, OHIO 44115		
<b>NAME OF SUBMITTER:</b>	Kristen M. Hoover		
<b>SIGNATURE:</b>	/kmh/		
<b>DATE SIGNED:</b>	02/13/2018		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 29, 2018 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by APT ACQUISITION, LLC, an Ohio limited liability company (the "Grantor"), in favor of HOME SAVINGS BANK, a national banking association (together with its successors and assigns, "Bank").

Under the terms of the Loan and Security Agreement, the Grantor has granted a security interest in certain Property, including without limitation certain Intellectual Property of the Grantor to the Bank and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Bank a security interest in all of the Grantor's right, title and interest in and to all of the following property 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, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations (as defined in the Loan and Security Agreement):

(a) (i) all United States and foreign trademarks, service marks, trade names, domain names, corporate names, company names, business names, trade dress, trade styles or logos and all registrations of and applications to register the foregoing (except for any applications filed in the United States Patent and Trademark Office on the basis of the Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent, if any, that, and during the period, if any, in which granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application or of any registration that issues therefrom) and any new renewals thereof, including each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations, dilutions and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof) and (iv) all other rights

of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) (i) all United States patents, patent applications, including, without limitation, each issued patent and patent application identified on Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto; and

(c) any and all Proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Ohio.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Loan and Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

APT ACQUISITION, LLC

By: *Daniel Wehmann*  
Name: Daniel Wehmann  
Title: Secretary

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF Ohio )  
: SS.:

COUNTY OF Cuyahoga )

On this 29<sup>th</sup> day of January, 2018, before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

*John F. Herubin*  
Notary Public

My commission expires:



BANK:

HOME SAVINGS BANK

By:

Kiley Smith  
Name: Kiley Smith  
Title: VP

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF

Ohio )

)

ss.:

COUNTY OF

Cuyahoga )

)

On this 29 day of January, 2018, before me personally appeared Kiley Smith, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

[Signature]  
Notary Public

My commission expires: July 10, 2021



DAVID MADER  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
July 10, 2021

TRADEMARK

REEL: 006272 FRAME: 0624

**SCHEDULE 1**

Patents:

Country	Title	Registration No.	Application No.	Issue Date	Filing Date
USA	PRODUCT HOLDING PUCK WITH NOISE REDUCING BUMPERS	8,132,664	12/847,291	March 13, 2012	July 30, 2010

Trademarks:

Country	Mark	Registration No.	Application No.	Registration Date	Filing Date
USA	QUIET PUCK	4258237	85/198618	Dec 11, 2012	Dec 15, 2010
Canada	QUIET PUCK	TMA983640	1531859	Oct 26, 2017	Jun 15, 2011
European Union	QUIET PUCK	010050681	010050681	Nov 18, 2011	Jun 15, 2011
Mexico	QUIET PUCK	1293859	1186920	Jun 28, 2012	Jun 15, 2011