

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471424

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
RESUBMIT DOCUMENT ID:	900436433

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Contec, LLC		01/19/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	State Bank and Trust Company
Street Address:	3630 Peachtree Road N.E., Suite 1050
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	Corporation: GEORGIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2718573	SHOP FLOOR NETWORK
Registration Number:	2720538	CONTEC
Registration Number:	2720539	CONTEC
Registration Number:	2602798	SIMPLICITY
Registration Number:	2789936	SMARTKEYS
Registration Number:	2751874	MEMORY GUARD
Registration Number:	2662271	POINT AND PRESS
Registration Number:	3568490	QUICKTEST
Registration Number:	4313935	BREEZE

CORRESPONDENCE DATA

Fax Number: 6175236850

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.

Phone: 617-523-2700

Email: susan.dinicola@hklaw.com,michelle.diaz@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

TRADEMARK

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	04/26/2018
Total Attachments: 11 source=Contect_StateBank_SecurityAgreementResubmission#page1.tif source=Contect_StateBank_SecurityAgreementResubmission#page2.tif source=Contect_StateBank_SecurityAgreementResubmission#page3.tif source=Contect_StateBank_SecurityAgreementResubmission#page4.tif source=Contect_StateBank_SecurityAgreementResubmission#page5.tif source=Contect_StateBank_SecurityAgreementResubmission#page6.tif source=Contect_StateBank_SecurityAgreementResubmission#page7.tif source=Contect_StateBank_SecurityAgreementResubmission#page8.tif source=Contect_StateBank_SecurityAgreementResubmission#page9.tif source=Contect_StateBank_SecurityAgreementResubmission#page10.tif source=Contect_StateBank_SecurityAgreementResubmission#page11.tif	

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Contec, LLC		01/19/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	State Bank Trust State Street Bank and Trust Company		
Street Address:	3630 Peachtree Road N.E., Suite 1050		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2718573	SHOP FLOOR NETWORK	
Registration Number:	2720538	CONTEC	
Registration Number:	2720539	CONTEC	
Registration Number:	2602798	SIMPLICITY	
Registration Number:	2789936	SMARTKEYS	
Registration Number:	2751874	MEMORY GUARD	
Registration Number:	2662271	POINT AND PRESS	
Registration Number:	3568490	QUICKTEST	
Registration Number:	4313935	BREEZE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,michelle.diaz@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		

OP \$240.00 2718573

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 19th day of January, 2018, between STATE BANK AND TRUST COMPANY, a Georgia banking corporation, having an office at 3630 Peachtree Road, N.E., Suite 1050, Atlanta, Georgia 30326 (together with its successors and assigns "Lender") and CONTEC, LLC, a Delaware limited liability company, having its principal place of business at 1011 State Street, Schenectady, NY 12307 ("Company").

Recitals:

Company, CHL, LTD. and WORLDWIDE DIGITAL COMPANY, LLC (collectively, "Borrowers") desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated as of January 19, 2018, (as at any time amended, modified, restated, replaced and/or refinanced, the "Loan Agreement") by and among Borrowers and Lender.

Lender is willing to make loans and other financial accommodations to Borrowers from time to time pursuant to the terms of the Loan Agreement provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

1. Definitions. Capitalized terms used herein (including those used in the Recitals hereto), but not otherwise defined herein, shall have the meanings ascribed to them in the Loan Agreement. In addition, the following terms shall have the meanings set forth below:

"Copyrights" shall mean the entire right, title and interest of Company in and to the copyrights and copyright applications listed on Exhibit A hereto (as the same may be amended from time to time); all continuations, renewals and extensions thereof; all proceeds thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world.

"Patents" shall mean the entire right, title and interest of Company in and to the patents and patent applications listed on Exhibit B hereto (as the same may be amended from time to time); all re-issues, divisions, continuations, renewals, and extensions thereof; all proceeds thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world.

"Trademarks" shall mean the entire right, title and interest of Company in and to the trademarks and service marks and the trademark and service mark applications listed on Exhibit C hereto (as the same may be amended from time to time); all continuations, renewals and extensions thereof; the goodwill of Company's business associated therewith; all proceeds thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Georgia.

2. Grant of Security Interest. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon the Copyrights, Patents and Trademarks, provided that in no event shall the Copyrights, Patents or Trademarks include Excluded Property.

3. Additional Copyrights, Patents or Trademarks. If, before Full Payment of the Obligations has been made, Company obtains rights to, or becomes entitled to the benefit of, (i) any copyrights or copyright applications not listed on Exhibit A hereto, (ii) any new patentable inventions or any patents or patent applications not listed on Exhibit B hereto or (iii) any trademarks or trademark applications not listed on Exhibit C hereto, the provisions of Section 2 hereof shall automatically apply thereto, and Company shall give to Lender notice thereof in writing as required by the terms of the Loan Agreement. Furthermore, Company irrevocably authorizes and empowers Lender to modify this Agreement at any time by amending Exhibit A, Exhibit B and Exhibit C, as appropriate, to include any copyrights, patents or trademarks or applications for copyrights, patents or trademarks which Company gains ownership or control of after the date hereof.

4. Lender's Rights and Remedies. At any time that an Event of Default exists and is continuing, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any of its rights or remedies under the Loan Agreement or the other Loan Documents.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of any or all of the Copyrights, Patents and Trademarks.

(c) Lender may enforce the Copyrights, Patents and the Trademarks and any license relating to the Patents and the Trademarks. If Lender shall commence any action for such enforcement, Company shall, at the request of Lender, do any lawful acts and execute any proper documents requested by Lender in aid of such enforcement.

All of Lender's rights and remedies with respect to the Copyrights, Patents and Trademarks, whether established by this Agreement or any of the other Loan Documents or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

5. Termination of Lender's Security Interest. This Agreement is made for collateral purposes only. Except as expressly set forth in the Loan Agreement, nothing contained herein or in the Loan Agreement shall be deemed to limit in any way Company's right to use the Copyrights, Patents or Trademarks or to grant to Lender any right to use the Copyrights, Patents or Trademarks prior to the occurrence and continuance of an Event of Default. Upon Full Payment of the Obligations, the security interests and Liens created by this Agreement shall automatically terminate and be released and Lender (at Company's sole cost and expense) shall promptly execute and deliver to Company such documents and instruments reasonably requested as shall be necessary to evidence the termination of all such security interests and Liens given by Company to Lender hereunder.

6. Costs and Expenses. Company shall pay on demand all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Lender in the preparation of this Agreement or any related documents or incurred by Lender in connection with Lender's taking action under Sections 5 and 6 hereof, or, if any such cost or expense is paid by Lender in its sole discretion, Company shall reimburse Lender on demand (and, until so paid, such amount shall be added to the principal amount of the Obligations and shall bear interest under the terms of the Loan Agreement).

7. No Waiver. No course of dealing between Company and Lender, nor any failure by Lender to exercise, nor any delay in exercising, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver of any such right, power or privilege. The partial exercise of any right, power or privilege of Lender's shall not preclude any future exercise of such right, power or privilege or the exercise of any other right, power or privilege.

8. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, the same shall be deemed severed herefrom and shall not in any manner affect such clause or provisions in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

9. Merger and Modification. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by writing signed by the parties, except as provided in Section 4 hereof.

10. Successor and Assigns; Assignment by Company. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Lender.

11. Notice of Acceptance. Company hereby waives notice of Lender's acceptance hereof.


12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

13. Waiver of Trial by Jury. To the fullest extent permitted by applicable law, Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement, the Copyrights, the Patents or the Trademarks.

[Signatures commence on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

CONTEC, LLC
("Company")

By: 
Name: Ramakrishna Hari Pillai
Title: Chief Executive Officer, President and Secretary

[Intellectual Property Security Agreement]

Accepted in Atlanta, Georgia:

LENDER:

STATE BANK AND TRUST COMPANY

By: *[Signature]*
Name: *Robert Schmidt*
Title: *Director*

EXHIBIT A

Copyrights

<u>Copyright Description</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Number / Date</u>
Closed loop system	Contec, LLC	TXu000753764	7/24/1996
Hand held module	Contec, LLC	TXu000754601	7/24/1996
Troubleshooting the Motorola DCT	Contec, LLC	TXu001230272	3/29/2005
Motorola 6000 series troubleshooting	Contec, LLC	TXu001301682	5/15/2006
Motorola DCT700 troubleshooting guide	Contec, LLC	TXu001345496	3/15/2007

EXHIBIT B**Patents**

Title	Owner	Patent Number/ Application Number	Issue Date
PROGRAMMABLE UNIVERSAL REMOTE CONTROL UNIT	Contec, LLC	7109908	9/19/2006
UNIVERSAL REMOTE CONTROL UNIT	Contec, LLC	7324168	1/29/2008
PROGRAMMABLE UNIVERSAL REMOTE CONTROL UNIT AND METHOD OF PROGRAMMING SAME	Contec, LLC	7046185	5/16/2006
REMOTE CONTROL	Contec, LLC	D491,925	6/22/2004
ARRANGEMENT AND METHOD FOR MANAGING TESTING AND REPAIR OF SET-TOP BOXES	Contec, LLC	8209732	6/26/2012
METHOD AND SYSTEM FOR AUTOMATED TEST OF END-USER DEVICES	Contec, LLC	9836376	12/5/2017
SYSTEM AND METHOD FOR VIDEO QUALITY PARAMETRIC TESTS	Contec, LLC	8310548	11/13/2012
MULTIMEDIA DEVICE TEST SYSTEM	Contec, LLC	8689071	4/1/2014
REMOTE CONTROL	Contec, LLC	D641,735	7/19/2011
SYSTEM AND METHOD FOR VIDEO QUALITY PARAMETRIC TESTS	Contec, LLC	8730327	5/20/2014
CONTROL DEVICE UPDATE	Contec, LLC	9559789	1/31/2017
CORE TESTING MACHINE	Contec, LLC	9810735	11/7/2017
SET TOP BOXES UNDER TEST	Contec, LLC	9491454	11/8/2016
WIRELESS ROUTERS UNDER TEST	Contec, LLC	9838295	12/5/2017
CUSTOMER PREMISE EQUIPMENT (CPE) AND SET TOP BOX QUALITY CONTROL TEST SYSTEM PROVIDING SCALABILITY AND PERFORMANCE	Contec, LLC	9872070	1/16/2018
SET TOP BOX AND CUSTOMER PREMISE EQUIPMENT (CPE) UNIT TEST CONTROLLER	Contec, LLC	9848233	12/19/2017
METHOD AND SYSTEM FOR AUTOMATED TEST OF MULTI-MEDIA USER DEVICES	Contec, LLC	9836375	12/5/2017
UNIVERSAL DEVICE TESTING SYSTEM	Contec, LLC	14866630	9/25/2015
UNIVERSAL DEVICE TESTING INTERFACE	Contec, LLC	14866752	9/25/2015
HARDWARE ARCHITECTURE FOR	Contec, LLC	14929180	10/30/2015

Title	Owner	Patent Number/ Application Number	Issue Date
UNIVERSAL TESTING SYSTEM: CABLE MODEM TEST			
HARDWARE ARCHITECTURE FOR UNIVERSAL TESTING SYSTEM: WIRELESS ROUTER TEST	Contec, LLC	14929220	10/30/2015
CABLE MODEMS/EMTAS UNDER TEST	Contec, LLC	14948143	11/20/2015
TEST SEQUENCES USING UNIVERSAL TESTING SYSTEM	Contec, LLC	14987538	1/4/2016
UNIVERSAL TESTER HARDWARE	Contec, LLC	15057085	2/29/2016
AUTOMATED NETWORK-BASED TEST SYSTEM FOR SET TOP BOX DEVICES	Contec, LLC	15099384	4/14/2016
AUTOMATED NETWORK-BASED TEST SYSTEM FOR SET TOP BOX DEVICES	Contec, LLC	15099418	4/14/2016
METHOD OF POWER SIGNAL DETECTION FOR SET TOP BOX DEVICES	Contec, LLC	15170775	6/1/2016
SYSTEMS AND METHODS FOR TESTING ELECTRONIC DEVICES USING MASTER-SLAVE TEST ARCHITECTURES	Contec, LLC	15348920	11/10/2016
CABLE MODEMS/EMTAS UNDER TEST	Contec, LLC	15624950	6/16/2017
TEST SEQUENCES USING UNIVERSAL TESTING SYSTEM	Contec, LLC	15624961	6/16/2017
SYSTEMS AND METHODS FOR TESTING ELECTRONIC DEVICES USING MASTER-SLAVE TEST ARCHITECTURES	Contec, LLC	15624967	6/16/2017
SET TOP BOXES UNDER TEST	Contec, LLC	15642915	7/6/2017
SET TOP BOXES UNDER TEST	Contec, LLC	15722235	10/2/2017
SET TOP BOXES UNDER TEST	Contec, LLC	15812186	11/14/2017
SET TOP BOXES UNDER TEST	Contec, LLC	15813838	11/15/2017
SET TOP BOXES UNDER TEST	Contec, LLC	15817173	11/18/2017
SET TOP BOXES UNDER TEST	Contec, LLC	15818803	11/21/2017
SET TOP BOXES UNDER TEST	Contec, LLC	15818801	11/21/2017
UNIVERSAL DEVICE TESTING SYSTEM	Contec, LLC	PCT/US2016/ 053768	9/26/2016
UNIVERSAL TESTING SYSTEM ARCHITECTURE	Contec, LLC	PCT/US2016/ 058507	10/24/2016

EXHIBIT C

Trademarks

Description of Trademark	Owner	Registration Number	Registration Date
SHOP FLOOR NETWORK	Contec, LLC	2718573	5/27/2003
CONTEC	Contec, LLC	2720538	6/3/2003
CONTEC	Contec, LLC	2720539	6/3/2003
SIMPLICITY	Contec, LLC	2602798	7/30/2002
SMARTKEYS	Contec, LLC	2789936	12/2/2003
MEMORY GUARD	Contec, LLC	2751874	8/19/2003
POINT AND PRESS	Contec, LLC	2662271	12/17/2002
QUICKTEST	Contec, LLC	3568490	1/27/2009
BREEZE	Contec, LLC	4313935	4/2/2013