

900452979 06/01/2018

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476360

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEPS, Inc. S.E.P.S., Inc.		06/01/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1862785		
Registration Number:	1862784	POWERLINK	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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:	3125212775		
Email:	ipdocket@muchshelist.com		
Correspondent Name:	ADAM K SACHAROFF		
Address Line 1:	191 N Wacker Drive, Suite 1800, MUCH SHE		
Address Line 2:	MUCH SHELIST, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0002207.0266		
NAME OF SUBMITTER:	ADAM K SACHAROFF		
SIGNATURE:	/adamksacharoff/		
DATE SIGNED:	06/01/2018		
Total Attachments: 5			
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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of June 1, 2018, is made by S.E.P.S., Inc., an Illinois corporation (the “**Grantor**”), in favor of CIBC BANK USA (formerly known as The PrivateBank and Trust Company) (the “**Lender**”).

### **RECITALS**

A. The Grantor and its affiliate have entered into a Loan and Security Agreement dated as of July 17, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) with the Lender, pursuant to which the Lender has agreed to make certain loans to Grantor and its affiliate.

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

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Lender 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 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 Lender 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 trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark 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 trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”);

The security interest hereunder is granted in conjunction with the security interests granted to the Lender 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 Lender with


respect to the security interest in the Trademark 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.

This Agreement grants only the security interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

[signature page follows]

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

S.E.P.S., INC.

By:   
Name: Cedric Tsakem  
Title: Chief Financial Officer

Acknowledged:

CIBC BANK USA (formerly known as  
THE PRIVATEBANK AND TRUST COMPANY)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signature Page to  
Trademark Security Agreement*

**TRADEMARK**  
**REEL: 006341 FRAME: 0850**

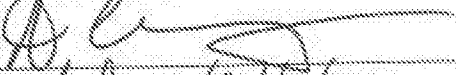
The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

S.E.P.S., INC.

By: \_\_\_\_\_  
Name: Cedric Tsakem  
Title: Chief Financial Officer

Acknowledged:

CIBC BANK USA (formerly known as  
THE PRIVATEBANK AND TRUST COMPANY)

By:   
Name: Andrew Lichtenberg  
Title: Managing Director

*Signature Page to  
Trademark Security Agreement*

**TRADEMARK**  
**REEL: 006341 FRAME: 0851**

## SCHEDULE I

### TRADEMARKS AND TRADEMARK LICENSES

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
S.E.P.S., Inc.	74468342		1862785		November 15, 1994
S.E.P.S., Inc.	74468341		1862784		November 15, 1994

Signature Page to  
Trademark Security Agreement