

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elo Touch Solutions, Inc.		12/14/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	30 Hudson Street, 36th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Chartered Bank: NEW JERSEY		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	1512523	ACCUTOUCH	
Registration Number:	4067137	COACH	
Registration Number:	3831026	ELO	
Registration Number:	4462265	ELO	
Registration Number:	5041874	ELO INTERACTIVE	
Registration Number:	4569589	ELO PAYPOINT	
Registration Number:	4785277	ELOVIEW	
Registration Number:	1532779	INTELLITOUCH	
Registration Number:	2594753	ITOUCH	
Registration Number:	4569590	PAYPOINT	
Registration Number:	2154056	SECURETOUCH	
Registration Number:	5365765	TOUCHPRO	
Registration Number:	2347225	TOUCHTOOLS	
Registration Number:	4580905	VUPOINT	
Serial Number:	87842047	ELO BACKPACK	
Serial Number:	87843368	ELOCARE	
Serial Number:	87910153	ELO EDGE CONNECT	
Serial Number:	87643877	WALLABY	

CH \$465.00 1512523

CORRESPONDENCE DATA**Fax Number:** 2028357586*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:** 202-835-7500**Email:** dcip@milbank.com**Correspondent Name:** Javier J. Ramos**Address Line 1:** 1850 K Street, NW, Suite 1100**Address Line 2:** Milbank, Tweed, Hadley & McCloy, LLP**Address Line 4:** Washington, D.C. 20006**ATTORNEY DOCKET NUMBER:** 30045.00003**NAME OF SUBMITTER:** Javier J. Ramos**SIGNATURE:** /Javier J. Ramos/**DATE SIGNED:** 12/19/2018**Total Attachments: 6**

source=Project Eagle - Trademark Security Agreement [Final]#page1.tif

source=Project Eagle - Trademark Security Agreement [Final]#page2.tif

source=Project Eagle - Trademark Security Agreement [Final]#page3.tif

source=Project Eagle - Trademark Security Agreement [Final]#page4.tif

source=Project Eagle - Trademark Security Agreement [Final]#page5.tif

source=Project Eagle - Trademark Security Agreement [Final]#page6.tif

Notice of Security Interests (First Lien) in Trademarks

NOTICE OF SECURITY INTERESTS (FIRST LIEN) IN TRADEMARKS dated as of December 14 (this "Agreement"), made by Elo Touch Solutions, Inc., a Delaware corporation (the "Pledgor"), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent.

Reference is made to the Collateral Agreement (First Lien) dated as of December 14, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among TGG TS Acquisition Company, a Delaware corporation (together with its successors and assigns, the "Borrower"), each subsidiary of the Borrower identified therein and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

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

(a) all trademarks, service marks, corporate names, company names, business names, trade names, domain names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and pending applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all renewals thereof, including those listed on Schedule I hereto and (b) all goodwill associated therewith or symbolized thereby;

provided, however, that the foregoing pledge and grant of security interest will not include any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act and examined and accepted by the United States Patent and Trademark Office).

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Recordation.* The Pledgor hereby requests and authorizes the United States Patent and Trademark Office to record this Agreement against the IP Collateral.

SECTION 5. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 6. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, subject to Section 9.15 of the First Lien Credit Agreement (including the delivery of any certificate required thereunder) execute and deliver to the Pledgor as the Pledgor may reasonably request, an instrument in writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the IP Collateral.

SECTION 7. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW. THE PROVISIONS OF SECTION 5.17 AND 5.18 OF THE COLLATERAL AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]

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

ELO TOUCH SOLUTIONS, INC.

By: 

Name: Yafei Wen

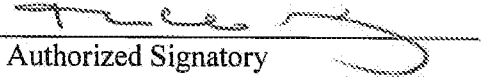
Title: Vice President, Finance, IT &
Chief Financial Officer

[Signature Page to Notice of Security Interests (First Lien) in Trademarks]

TRADEMARK
REEL: 006503 FRAME: 0784

GOLDMAN SACHS BANK USA,
as Collateral Agent,

By


Authorized Signatory

Thomas M. Manning
Authorized Signatory

[Signature Page to Notice of Security Interests (First Lien) in Trademarks]

TRADEMARK
REEL: 006503 FRAME: 0785

Schedule I
Notice of Security Interests (First Lien) in Trademarks

Trademarks

U.S. Federal Trademark Registrations and Applications

No.	Owner	Trademark	Serial No.	Registration No.	Filing/Registration Date
1.	Elo Touch Solutions, Inc.	ACCUTOUCH	Ser. 73/720,354	Reg. 1512523	11/15/1988 Registered
2.	Elo Touch Solutions, Inc.	COACH	Ser. 87/157,207	Reg. No. 4,067,137	
3.	Elo Touch Solutions, Inc.	ELO	Ser. 77/882,523	Reg. 3831026	8/10/2010 Registered
4.	Elo Touch Solutions, Inc.	ELO & Design	Ser. 85/940,049	Reg. 4462265	1/7/2014 Registered
5.	Elo Touch Solutions, Inc.	ELO BACKPACK	87842047 ITU		3/20/18 application filed.
6.	Elo Touch Solutions, Inc.	ELO CARE	87843368 ITU		3/21/18 application filed.
7.	Elo Touch Solutions, Inc.	ELO EDGE CONNECT	87910153		5/7/18 application filed.
8.	Elo Touch Solutions, Inc.	ELO INTERACTIVE	Ser. 86/474,958	Reg. 5041874	9/13/2016 Registered
9.	Elo Touch Solutions, Inc.	ELO PAYPOINT	Ser. 85/940,061	Reg. 4569589	7/15/2014 Registered
10.	Elo Touch Solutions, Inc.	ELOVIEW	Ser. 86/475,270	Reg. 4785277	8/4/2015 Registered

No.	Owner	Trademark	Serial No.	Registration No.	Filing/Registration Date
11.	Elo Touch Solutions, Inc.	INTELLITO UCH	Ser. 73/720,351	Reg. 1532779	4/4/1989 Registered
12.	Elo Touch Solutions, Inc.	ITOUCH	Ser. 75/686,717	Reg. 2594753	7/16/2002 Registered
13.	Elo Touch Solutions, Inc.	PAYPOINT	Ser. 85/940,070	Reg. 4569590	7/15/2014 Registered
14.	Elo Touch Solutions, Inc.	SECURETO UCH	Ser. 75/003514	Reg. 2154056	4/28/1998 Registered
15.	Elo Touch Solutions, Inc.	TouchPro	Ser. 87/061,717	Reg. 5365765	12/26/2017 Registered
16.	Elo Touch Solutions, Inc.	TOUCHTO OLS	Ser. 75/745,891	Reg. 2347225	5/2/2000 Registered
17.	Elo Touch Solutions, Inc.	VuPoint	Ser. 85/778,809	Reg. 4580905	8/5/2014 Registered
18.	Elo Touch Solutions, Inc.	WALLABY	Ser. 87/643,877		10/12/17 application filed