

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAC ITS, LLC		01/22/2019	Limited Liability Company: MISSOURI
Compass Electronics Group, LLC		01/22/2019	Limited Liability Company: MISSOURI
Compass Electronics Solutions, LLC		01/22/2019	Limited Liability Company: MISSOURI
Logic PD, Inc.		01/22/2019	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3765955	LOGIC	
Registration Number:	3922346	ZOOM	
Registration Number:	3964779	ZOOM	
Registration Number:	4095282	LOGIC PD	
Registration Number:	4095281	LOGIC PD	
Registration Number:	4305627	LOGIC PD	
Registration Number:	4259383	WATTSON	
Registration Number:	4247058	THE SMARTER WAY TO INNOVATE	
Registration Number:	4254885	THE SMARTER WAY TO INNOVATE	
Serial Number:	87413972	INFLEXION	
Serial Number:	87450010	LOGIC PD BUSINESS SYSTEM	
CORRESPONDENCE DATA			

OP \$290.00 3765955

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-17048
--------------------------------	--------------

NAME OF SUBMITTER:	Timothy D. Pecsénye
---------------------------	---------------------

SIGNATURE:	/Timothy D. Pecsénye/
-------------------	-----------------------

DATE SIGNED:	01/28/2019
---------------------	------------

Total Attachments: 6

source=(116835879)_ (1)_Amend 2 - IP Security Agreement (Executed) (PNC-Compass)#page1.tif

source=(116835879)_ (1)_Amend 2 - IP Security Agreement (Executed) (PNC-Compass)#page2.tif

source=(116835879)_ (1)_Amend 2 - IP Security Agreement (Executed) (PNC-Compass)#page3.tif

source=(116835879)_ (1)_Amend 2 - IP Security Agreement (Executed) (PNC-Compass)#page4.tif

source=(116835879)_ (1)_Amend 2 - IP Security Agreement (Executed) (PNC-Compass)#page5.tif

source=(116835879)_ (1)_Amend 2 - IP Security Agreement (Executed) (PNC-Compass)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 22nd day of January, 2019, by MAC ITS, LLC, a Missouri limited liability company (“MAC ITS”), COMPASS ELECTRONICS GROUP, LLC, a Missouri limited liability company (“Holdings”), COMPASS ELECTRONICS SOLUTIONS, LLC, a Missouri limited liability company (“CES”), and LOGIC PD, INC., a Minnesota corporation (“Logic PD”, together with MAC ITS, Holdings and CES, collectively the “Grantors” and each a “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated June 27, 2017 (as amended, restated, amended and restated, supplemented, modified, renewed, extended, replaced or substituted from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantors (together with any Person joined thereto from time to time as a borrower, collectively the “Borrowers”), the lenders from time to time party thereto (the “Lenders”), and PNC Bank, National Association, as agent for Lenders (“Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of such Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of such Grantor’s patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of such Grantor’s trademarks, trademark applications, service marks, trade names, mask works (collectively, “Trademarks”), and all of the goodwill of the

business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning

represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

MAC ITS, LLC

By: Mark C. Malone
Name: MARK C. MALONE
Title: CFO

COMPASS ELECTRONICS GROUP, LLC

By: Mark C. Malone
Name: MARK C. MALONE
Title: CFO

COMPASS ELECTRONICS SOLUTIONS, LLC

By: John Hohn
Name: JOHN HOHN
Title: CEO

LOGIC PD, INC.

By: Mark C. Malone
Name: MARK C. MALONE
Title: CFO

[Signature Page to Intellectual Property Security Agreement (MAC ITS)]

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

#	Grantor	Copyright	Serial/ Registration Number	Application/ Registration Date
1.	Logic PD	iMX31 SOM-LV	VA0001410960	08/16/2006
2.	Logic PD	PXA270 card engine	VA0001410962	03/23/2005
3.	Logic PD	Starter development kit (SKD) application baseboard	VA0001410961	11/14/2002
4.	Logic PD	OMAP 3 SOM-LV Schematics	VA0001707934	02/26/2008

II. Patents and Patent Applications

#	Grantor	Title	Application/ Patent Number
1.	Logic PD	Methods for embedding device-specific data to enable remote identification and provisioning of specific devices	8,857,705
2.	Logic PD	Methods for embedding device-specific data to enable remote access to real time device data	8,857,704
3.	Logic PD	Systems, devices and methods for provisioning, pairing and activating a newly manufactured device for automatic joining of customer's network	9,313,099
4.	Logic PD	Method for embedding device-specific data to enable provisioning a device with a mobile device	13/739,354

III. Trademarks and Trademark Applications

#	Grantor	Mark	Serial/ Registration Number
1.	Logic PD	LOGIC	3,765,955
2.	Logic PD	ZOOM	3,922,346
3.	Logic PD	ZOOM	3,964,779
4.	Logic PD	LOGIC PD	4,095,282
5.	Logic PD	LOGIC PD	4,095,281
6.	Logic PD	LOGIC PD	4,305,627
7.	Logic PD	WATTSON	4,259,383
8.	Logic PD	THE SMARTER WAY TO INNOVATE	4,247,058
9.	Logic PD	THE SMARTER WAY TO INNOVATE	4,254,885
10.	Logic PD	INFLEXION	87/413,972
11.	Logic PD	LOGIC PD BUSINESS SYSTEM	87/450,010
12.	Logic PD	LOGIC PD (CTM/European Union)	009398082
13.	Logic PD	WATTSON (CTM/European Union)	010108637