

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aloi Material Handling and Automation, LLC		04/26/2017	Limited Liability Company: DELAWARE
Automated Cells & Equipment Acquisition, LLC		04/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	3 City Center		
Internal Address:	180 S. Clinton Avenue		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14604		
Entity Type:	banking corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5503793	MD MINIDRAWER	
Serial Number:	87166193	CBOT FREEDOM SERIES	
CORRESPONDENCE DATA			
Fax Number:	5854198801		
<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:	585-419-8636		
Email:	nslifkin@harrisbeach.com		
Correspondent Name:	Neal L. Slifkin, Esq.		
Address Line 1:	Harris Beach PLLC		
Address Line 2:	99 Garnsey Road		
Address Line 4:	Pittsford, NEW YORK 14534		
ATTORNEY DOCKET NUMBER:	282582		
NAME OF SUBMITTER:	Neal L. Slifkin		
SIGNATURE:	/Neal L. Slifkin/		
DATE SIGNED:	08/29/2019		

CH \$65.00 5503793

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of April 26, 2017, is made by and among Aloï Material Handling and Automation, LLC, a Delaware limited liability company (“**Aloï**”), Automated Cells & Equipment Acquisition, LLC, a Delaware limited liability company (“**ACE**”, and together with Aloï, the “**Grantors**”) in favor of Manufacturers and Traders Trust Company (the “**Secured Party**”), a New York banking corporation.

WHEREAS, the Grantors have entered into an Amended and Restated Credit Facility Agreement with Secured Party dated of even date herewith (the “**Credit Agreement**”).

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Credit Agreement, Aloï has reaffirmed its obligations under a certain Security Agreement dated March 31, 2016 (the “**Security Agreement**”) and ACE has executed and delivered to Secured Party a joinder to the Security Agreement becoming party thereto and subject to all of the obligations of a Grantor set forth therein.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantors when and as acquired, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Grant of Security. Each Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”);

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Covenants.

(a) On a continuing basis, each Grantor shall, at its sole cost and expense:

(i) promptly following its becoming aware thereof, notify the Secured Party of any adverse determination in any proceeding or the institution of any proceeding in any federal, state or local court or administrative body or in the United States Patent and Trademark Office or the United States Copyright Office regarding such Grantor's claim of ownership in or right to use any of the IP Collateral, such Grantor's right to register such IP Collateral or its right to keep and maintain such registration in full force and effect;

(ii) maintain and protect the material IP Collateral as necessary for the conduct of its business;

(iii) not permit to lapse or become abandoned any material IP Collateral as necessary for the conduct of its business, and not settle or compromise any pending or future litigation or administrative proceeding with respect to such material IP Collateral, in each case except as shall be consistent with commercially reasonable business judgment;

(iv) upon such Grantor obtaining knowledge thereof, promptly notify the Secured Party in writing of any event which may be reasonably expected to materially and adversely affect the value or utility of any of the IP Collateral or the ability of such Grantor or the Secured Party to dispose of the IP Collateral or any portion thereof or the

rights and remedies of the Secured Party in relation thereto including a levy or threat of levy or any legal process against the IP Collateral or any portion thereof;

(v) not license the IP Collateral other than licenses in existence of the date hereof or licenses entered into by such Grantor in, or incidental to, the ordinary course of business, or amend or permit the amendment of any of the licenses in a manner that could materially impair the value of the IP Collateral or the lien on and security interest in the IP Collateral created therein hereby, without the consent of the Secured Party;

(vi) diligently keep adequate records respecting its IP Collateral; and

(vii) furnish to the Secured Party from time to time upon the Secured Party's reasonable request therefor reasonably detailed statements and amended schedules further identifying and describing the IP Collateral and such other materials evidencing or reports pertaining to the IP Collateral as the Secured Party may from time to time reasonably request.

(b) If any Grantor shall at any time after the date hereof (a) obtain any rights to any additional IP Collateral or (b) become entitled to the benefit of any additional IP Collateral or any registration, renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any IP Collateral, or any improvement on any IP Collateral, the provisions hereof shall automatically apply thereto and any such item enumerated in clause (i) or (ii) of this Section 3(b) with respect to such Grantor shall automatically constitute IP Collateral as if such would have constituted IP Collateral at the time of execution hereof and be subject to the lien and security interest created by this Agreement without further action by any party. Each Grantor shall promptly (and in any event no later than in connection with delivery of its next succeeding monthly financial statement) (i) provide to the Secured Party written notice of any of the foregoing and (ii) upon the Secured Party's reasonable request, confirm the attachment of the lien and security interest created by this Agreement to any rights described in clauses (i) and (ii) of the immediately preceding sentence of this Section 3(b) by execution of an instrument in form reasonably acceptable to the Secured Party and the filing of any instruments or statements as shall be reasonably necessary to create, preserve, protect or perfect the Secured Party's security interest in such IP Collateral, including by execution and filing of a supplemental Intellectual Property Security Agreement. Further, each Grantor authorizes the Secured Party to modify this Agreement by amending Schedules 1, 2 and 3 hereof to include any such IP Collateral of such Grantor.

4. Security Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and the Security Agreement, which is hereby incorporated by reference, and shall constitute a "Security Document" as defined in the Credit Agreement. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of

the Secured Party with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement, this IP Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

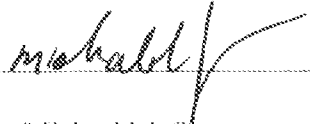
6. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ALOI MATERIAL HANDLING AND AUTOMATION, LLC

By:  _____

Name: Michael McGovern

Title: Manager

AUTOMATED CELLS & EQUIPMENT ACQUISITION, LLC

By: _____

Name: Michael McGovern

Title: Vice President

Acknowledged and Agreed:

M&T BANK

By: _____
Curt Provenzo, Vice President

[Signature Page -- IP Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ALOI MATERIAL HANDLING AND AUTOMATION, LLC

By: _____

Name: Michael McGovern

Title: Manager

AUTOMATED CELLS & EQUIPMENT ACQUISITION, LLC

By: _____

Name: John Lenahan

Title: Manager of AloI Material Handling and Automation,

LLC, the Sole Member of Automated Cells & Equipment

Acquisition, LLC

Curt Provenzo, Vice President
Acknowledged and

Agreed: M&T BANK

By:

[Signature Page – IP Security Agreement]

TRADEMARK
REEL: 006732 FRAME: 0795

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ALOI MATERIAL HANDLING AND AUTOMATION, LLC

By: _____

Name: Michael McGovern

Title: Manager

AUTOMATED CELLS & EQUIPMENT ACQUISITION, LLC

By: _____

Name: Michael McGovern

Title: Vice President

Acknowledged and Agreed:

M&T BANK

By:  _____

Curt Provenzo, Vice President

[Signature Page – IP Security Agreement]

TRADEMARK
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SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Country	Patent No.	Title	Filing Date	Owner	Expiration Date (provided all maintenance fees are paid)
United States	9,199,803	Parts supply system for robot manufacturing system	Feb. 10, 2014	Automated Cells and Equipment, Inc. (Painted Post, NY)	July 7, 2034
United States	9,351,569	Parts supply drawer system for robot assisted manufacturing	Jan. 8, 2014	Automated Cells and Equipment, Inc. (Painted Post, NY)	June 7, 2034

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

Reg. No./ Ser. No.	Trademark	Status	Full Good/Services	Owner
RN: 5503793 SN: 87166181	MD MINIDRAWER <u>Disclaimer:</u> "MINI DRAWER"	Registered June 26, 2018	(Int'l Class: 07) industrial robots	Automated Cells and Equipment, Inc. (New York Corp.) (Painted Post, NY)
SN: 87166193	CBOT FREEDOM SERIES <u>Disclaimer:</u> "SERIES"	Allowed - Intent to Use Statement of Use - Registration Review Complete November 9, 2018	(Int'l Class: 07) industrial robots	Automated Cells and Equipment, Inc. (New York Corp.) (Painted Post, NY)

Word Marks:

AUTOMATED CELLS & EQUIPMENT

Design Marks:

