

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571413

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900543712

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LOFA Industries, LLC		04/03/2020	Limited Liability Company: DELAWARE
Antx RemotelQ, LLC		04/03/2020	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	The Governor and Company of the Bank of Ireland
Street Address:	300 First Stamford Place
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	Banking Corporation: IRELAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4297252	LI LOFA INDUSTRIES, INC.
Registration Number:	4291126	ALUFLEX
Registration Number:	3415287	CANPLUS
Registration Number:	4751282	LOFA INDUSTRIES INC.
Registration Number:	4802312	REMOTEIQ
Registration Number:	2605985	ALUFLEX
Registration Number:	4291127	CANPLUS

CORRESPONDENCE DATA

Fax Number:

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: 4155911000

Email: TrademarksCH@winston.com

Correspondent Name: Becky L. Troutman, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	04/10/2020
Total Attachments: 7 source=Cattron - Trademarks Security Agreement (LOFA and Antx) Executed#page1.tif source=Cattron - Trademarks Security Agreement (LOFA and Antx) Executed#page2.tif source=Cattron - Trademarks Security Agreement (LOFA and Antx) Executed#page3.tif source=Cattron - Trademarks Security Agreement (LOFA and Antx) Executed#page4.tif source=Cattron - Trademarks Security Agreement (LOFA and Antx) Executed#page5.tif source=Cattron - Trademarks Security Agreement (LOFA and Antx) Executed#page6.tif source=Cattron - Trademarks Security Agreement (LOFA and Antx) Executed#page7.tif	

TRADEMARKS SECURITY AGREEMENT

This **TRADEMARKS SECURITY AGREEMENT** (this “**Agreement**”) is made as of April 3, 2020 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 1, 2019 (as amended by the First Amendment and Incremental Joinder to Credit and Guaranty Agreement and First Amendment to Pledge and Security Agreement, dated as of the date hereof, and as it may be further amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of

any of the foregoing, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iii) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (iv) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This 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 of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

LOFA INDUSTRIES, LLC,
as a Grantor

By: 
Name: Michael P. Santoni
Title: Vice President Finance

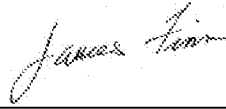
ANTX REMOTEIQ, LLC,
as a Grantor

By: 
Name: Michael P. Santoni
Title: Vice President Finance

**THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent**



By: _____
Name: Mike Gebicki
Title: Managing Director



By: _____
Name: James Finn
Title: Director

SCHEDULE 1 TO
TRADEMARKS SECURITY AGREEMENT

Trademarks and Licenses

Trademarks, Trademark Applications (other than any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use") and Trademark Licenses

Registered Trademarks

<u>Loan Party</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. / App. Number</u>	<u>Reg. Date / Appl. Date</u>
LOFA Industries, LLC	 LI LOFA INDUSTRIES, INC. (stylized)	U.S.	85/512660 4,297,252	01/10/2012 03/05/2013
LOFA Industries, LLC	ALUFLEX	U.S.	85/512,569 4,291,126	01/10/2012 02/19/2013
LOFA Industries, LLC	 CANPLUS (and design)	U.S.	77/110749 3,415,287	02/19/2007 04/22/2008
LOFA Industries, LLC	 LOFA INDUSTRIES INC. (and design)	U.S.	86/408402 4,751,282	09/29/2014 06/09/2015
Antx RemotelQ, LLC	REMOTEIQ	U.S.	86/350,001 4,802,312	07/28/2014 09/01/2015
LOFA Industries, LLC	ALUFLEX	U.S.	78/038678 2,605,985	12/11/2000 08/06/2002
LOFA Industries, LLC	CANPLUS	U.S.	85/512600 4,291,127	01/10/2012 02/19/2013

Unregistered Trademarks

<u>Trademark</u>	<u>Example of use</u>
LOFA	www.lofa.net
LOFA Industries	www.lofa.net

 <p>LOFA INDUSTRIES LOFA INDUSTRIES (and design)</p>	<p>www.lofa.net</p>
 <p>LI LOFA INDUSTRIES, INC. MANUFACTURER OF QUALITY ENGINE COMPONENTS</p> <p>LI LOFA INDUSTRIES, INC. MANUFACTURER OF QUALITY ENGINE COMPONENTS</p>	<p>www.lofa.net</p>
 <p>CANplus CANPLUS (and design)</p>	<p>www.lofa.net</p>
 <p>CANPLUS MESSENGER (and design)</p>	<p>www.lofa.net</p>
<p>CP600</p>	<p>www.lofa.net</p>
<p>CP620</p>	<p>www.lofa.net</p>
<p>CP640c</p>	<p>www.lofa.net</p>
<p>CP750</p>	<p>www.lofa.net</p>
<p>AUTORAMP</p>	<p>www.lofa.net</p>
<p>EL240</p>	<p>www.lofa.net</p>
<p>EP250</p>	<p>www.lofa.net</p>
<p>MC704</p>	<p>www.lofa.net</p>
<p>MC536</p>	<p>www.lofa.net</p>
<p>EM500</p>	<p>www.lofa.net</p>
<p>MSS-200</p>	<p>www.lofa.net</p>
 <p>RemoteIQ REMOTEIQ (and design)</p>	<p>www.remoteiq.com</p>
 <p>RIQ (and design)</p>	<p>www.remoteiq.com</p>
<p>ALARMIQ</p>	<p>www.remoteiq.com</p>

 <p>REMOTEIQ INTELLIGENT MACHINES SMARTER BUSINESS (and design)</p>	www.remoteiq.com
CANPLUS COMMANDER	www.remoteiq.com
 <p>ANTX (and design)</p>	www.antx.com
 <p>ANTX INC. (and design)</p>	www.antx.com
ANTX	www.antx.com
AQUAVX	www.antx.com
 <p>AQUAVX POWERED BY M2M DATA CORP. (and design)</p>	www.antx.com
CENTURION	www.antx.com
DIALOG	www.antx.com
DIALOG SCOUT	www.antx.com
SCOUT	www.antx.com
DIALOG ELITE	www.antx.com
ELITE	www.antx.com