

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577818

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NATIXIS, NEW YORK BRANCH, as Administrative Agent		05/22/2020	Corporation: FRANCE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as successor-in-interest Collateral Agent
Street Address:	50 South Sixth Street, suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3144292	RGIS
Registration Number:	4796242	RGIS
Registration Number:	3926220	SMARTSPACE
Registration Number:	3926221	S SMARTSPACE BY RGIS
Registration Number:	3926222	S SMARTSPACE
Registration Number:	4042320	RM-1
Registration Number:	4296061	EXACTCOUNT
Registration Number:	4276858	EXACTCOUNT
Registration Number:	5047767	STORPLANNER
Registration Number:	4187351	STORVIEWER
Registration Number:	4526022	VISUALCOUNT
Registration Number:	5256762	RM-2

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

CH \$315.00 3144292

Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	34408.00030
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	05/23/2020

Total Attachments: 8

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EXECUTION VERSION

ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (“Assignment”) dated as of May 22, 2020, from NATIXIS, NEW YORK BRANCH, as Administrative Agent for the Secured Parties (in such capacity, the “Resigning Agent”), to WILMINGTON TRUST, NATIONAL ASSOCIATION, as the successor Administrative Agent for the Secured Parties, effective as of May 22, 2020 (the “Effective Date”) (together with its successors and assigns, the “Successor Agent”).

W I T N E S S E T H

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of March 31, 2017 by RGIS Services, LLC (“Borrower”), RGIS Holdings, LLC (“Holdings”) and certain subsidiaries of Borrower and Holdings party thereto (collectively, the “Grantors”) in favor of the Resigning Agent, recorded with the United States Patent and Trademark Office on March 31, 2017 at Reel/Frame 6023/0279 for trademarks and at Reel/Frame 042124/0492 for patents and recorded with the United States Copyright Office on April 7, 2017 at Volume 9944 Document 966 for the copyrights and recorded with the United States Patent and Trademark Office on August 1, 2018 at Reel/Frame 6400/0114 for a trademark application, (the “Intellectual Property Security Agreement”), the Grantors granted to the Resigning Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in and liens on all of such Grantors’ right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement) identified in Exhibit A; and

WHEREAS, by that certain Successor Agent Agreement dated as of May 22, 2020, by and among Successor Agent, Resigning Agent, the Lenders and the Borrower (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Successor Agent Agreement”), the Resigning Agent resigned as Administrative Agent and Collateral Agent and has assigned all of its rights, powers, discretion and privileges as Administrative Agent and Collateral Agent under the Loan Documents and Intellectual Property Security Agreement to the Successor Agent;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Resigning Agent hereby acknowledges, agrees and confirms as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment, have the meanings provided or provided by reference in the Successor Agent Agreement or the Intellectual Property Security Agreement.

2. Assignment of Security Interest. Pursuant to, and in accordance with, the Successor Agent Agreement, the Resigning Agent hereby assigns and transfers to the Successor Agent (i) all of its rights, powers, privileges, duties and obligations as Collateral Agent under the Intellectual Property Security Agreement, including those with respect to the Collateral and (ii) all of the liens and Security Interest, granted to, or in favor of, the Resigning Agent for the benefit of the Secured Parties under the Intellectual Property Security Agreement in the Collateral. From and after the Effective Date, the Resigning Agent's rights and obligations under the Intellectual Property Security Agreement shall be vested in the Successor Agent rather than the Resigning Agent, in each case, subject to and in accordance with the Successor Agent Agreement.

3. Further Assurances. The Resigning Agent hereby agrees to duly execute, acknowledge, procure, and deliver (at the Grantors' sole cost and expense) any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

4. Authorization to Record. The Resigning Agent authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks and any other applicable government officer record this Assignment.

6. Conflicting Terms. The parties to this Assignment agree that any conflicts between the terms of this Assignment and the terms of the Successor Agent Agreement shall be resolved in favor of the Successor Agent Agreement.

7. Counterparts and Electronic Signatures. The terms and provisions of Sections 17 of the Successor Agent Agreement are hereby incorporated herein by reference, mutatis mutandis, with the same force and effect as if fully set forth herein, and the parties hereto agree to such terms.

8. GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS. This Assignment and the rights and obligations of the parties hereunder shall, except as otherwise provided in the Intellectual Property Security Agreement, be construed in accordance with and be governed by the laws of the state of New York. The terms and provisions of Sections 14 (other than clause (a) thereof) of the Successor Agent Agreement are hereby incorporated herein by reference, mutatis mutandis, with the same force and effect as if fully set forth herein, and the parties hereto agree to such terms.


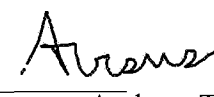
9. Concerning the Successor Agent. Wilmington Trust, National Association is entering into this Assignment in its capacity as Collateral Agent pursuant to the Successor Agent Agreement, the Credit Agreement and the other Loan Documents pursuant to the direction of the Required Lenders. In acting hereunder, the Successor Agent shall be entitled to all of the rights, powers, privileges, protections, indemnities and immunities of the Collateral Agent under the Successor Agent Agreement, the Credit Agreement and the other Loan Documents as though fully set forth herein, in each case, subject to the limitations set forth therein.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY by its duly authorized officer as of the date first written above,

RESIGNING AGENT:

NATIXIS, NEW YORK BRANCH

By:  
Name: Urs Fischer Andrew Travers
Title: Executive Director Associate

Accepted and Agreed:

SUCCESSOR AGENT:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Collateral Agent

By: JB Feil
Name: Joseph B. Feil
Title: Vice President

[Signature Page to Assignment of Security Interest in Intellectual Property]

TRADEMARK
REEL: 006945 FRAME: 0377

Acknowledged and agreed to by:

LOAN PARTIES:

RGIS SERVICES, LLC

DocuSigned by:
Michael Pomeroy
By: _____
Name: Michael Pomeroy
Title: Chief Financial Officer

RGIS HOLDINGS, LLC

DocuSigned by:
Michael Pomeroy
By: _____
Name: Michael Pomeroy
Title: Chief Financial Officer

RGIS, LLC

DocuSigned by:
Michael Pomeroy
By: _____
Name: Michael Pomeroy
Title: Chief Financial Officer

RGIS INTERNATIONAL HOLDINGS, LLC

DocuSigned by:
Michael Pomeroy
By: _____
Name: Michael Pomeroy
Title: Chief Financial Officer

RGIS CANADA [2007], LLC

DocuSigned by:
Michael Pomeroy
By: _____
Name: Michael Pomeroy
Title: Chief Financial Officer

RGIS MEXICO, LLC

DocuSigned by:
Michael Pomeroy
By: _____
Name: Michael Pomeroy
Title: Chief Financial Officer

RGIS PROPERTIES, L.L.C.

DocuSigned by:
Michael Pomeroy
By: _____
Name: Michael Pomeroy
Title: Chief Financial Officer

RGIS TAIWAN, LLC

DocuSigned by:
Michael Pomeroy
By: _____
Name: Michael Pomeroy
Title: Chief Financial Officer

Schedule A

U.S. COPYRIGHTS OWNED BY RGIS, LLC

U.S. Copyright Registrations

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>FILING DATE</u>	<u>STATUS</u>	<u>REGISTRATION NUMBER</u>
RGIS, LLC	Elite UPS Minidriver	December 2, 2005	Registered	TX-6-272-206
RGIS, LLC	AUDIT Download Analyzer	December 2, 2005	Registered	TX-6-272-204
RGIS, LLC	AUDIT Validation DLL	December 2, 2005	Registered	TX-6-272-430
RGIS, LLC	RADIX	December 2, 2005	Registered	TX-6-290-504
RGIS, LLC	AUDIT Download Builder	December 2, 2005	Registered	TX-6-523-683

PATENTS OWNED BY RGIS, LLC

U.S. Patent Registrations

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>FILING DATE</u>	<u>STATUS</u>	<u>REGISTRATION NUMBER</u>	<u>GRANTED</u>
RGIS, LLC	Hand-held Inventory Data Collection Device	February 13, 2007	Granted	D574,380	August 5, 2008
RGIS, LLC	Hand-held Inventory Data Collection Device	October 28, 2015	Granted	D824,908	August 7, 2018
RGIS, LLC	Scanner for Hand-held Inventory Data Collection Device	October 28, 2015	Granted	D808,391	January 23, 2018

TRADEMARK/TRADE NAMES OWNED BY RGIS, LLC

U.S. Trademark Registrations

<u>OWNER</u>	<u>TRADEMARK</u>	<u>REGISTRATION DATE</u>	<u>STATUS</u>	<u>REGISTRATION NUMBER</u>
RGIS, LLC	RGIS	September 19, 2006	Registered	3144292
RGIS, LLC	RGIS	August 18, 2015	Registered	4796242
RGIS, LLC	SMARTSPACE	March 1, 2011	Registered	3926220
RGIS, LLC	SMARTSPACE by RGIS & Design	March 1, 2011	Registered	3926221
RGIS, LLC	SMARTSPACE & Design	March 1, 2011	Registered	3926222
RGIS, LLC	RM-1	October 18, 2011	Registered	4042320
RGIS, LLC	EXACTCOUNT	February 26, 2013	Registered	4296061
RGIS, LLC	EXACTCOUNT	January 15, 2013	Registered	4276858
RGIS, LLC	STORPLANNER	September 27, 2016	Registered	5047767
RGIS, LLC	STORVIEWER	August 7, 2012	Registered	4187351
RGIS, LLC	VISUALCOUNT	May 6, 2014	Registered	4526022
RGIS, LLC	RM-2	August 1, 2017	Registered	5256762