

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Integrated Manufacturing Computer Solutions, Inc.		08/15/2023	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	The Toronto-Dominion Bank, as administrative agent		
Street Address:	TD Bank Tower, 9th Floor, 66 Wellington St		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2210495	AIM VISION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-556-3823		
Email:	avontaube@richmaylaw.com		
Correspondent Name:	Arvid von Taube		
Address Line 1:	176 Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Arvid von Taube		
SIGNATURE:	/Arvid von Taube/		
DATE SIGNED:	08/22/2023		
Total Attachments: 6			
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OP \$40.00 2210495

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark, Trademark Registrations and Trademark Applications

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is dated as of August 18, 2023, by and between Advanced Integrated Manufacturing Computer Solutions, Inc., a Michigan corporation (the “**Grantor**”) and The Toronto-Dominion Bank, as administrative agent for the Finance Parties (the “**Security Agent**”). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Restated Credit Agreement (defined below).

WHEREAS, Valsoft Corporation Inc. (the “**Borrower**”) entered into a Credit Agreement with the Security Agent, in its capacity as a Lender and as the Administrative Agent, dated October 29, 2020, as amended by a First Supplement thereto dated as of April 28, 2021 (the “**Principal Credit Agreement**”), whereby the Security Agent agreed to lend to the Borrower certain monies upon the terms and conditions set forth therein;

WHEREAS, the parties to the Principal Credit Agreement amended and restated the Principal Credit Agreement in its entirety by entering into that certain Amended and Restated Credit Agreement dated July 30, 2021, as amended by a request for consents and amendments dated as of November 3, 2021, by a request for consents, waivers and amendments dated as of February 18, 2022, by a first supplemental credit agreement dated as of June 30, 2022 and by a second supplemental credit agreement dated as of June 14, 2023 (as so amended and as the same may be further amended, restated, supplemented, modified, replaced or changed from time to time, the “**Restated Credit Agreement**”);

WHEREAS, the parties to the Restated Credit Agreement are contemporaneously herewith entering into that certain second supplemental credit agreement to the Restated Credit Agreement dated on or about the date hereof, whereby Grantor will become a guarantor to the Obligations under the Restated Credit Agreement;

WHEREAS, pursuant to Section 10.2.2 of the Restated Credit Agreement, in order to secure the payment and performance of all of the Obligations under the Restated Credit Agreement, the Borrower has agreed to cause, among others, the Grantor to grant the Security Agent a security interest in, and lien on, all of the Grantor’s Intellectual Property Collateral (as defined below) and Grantor’s other assets as set forth in that certain Security Agreement between Grantor and Security Agent to be entered into contemporaneously herewith (the “**Security Agreement**”); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Intellectual Property Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each United States registered trademark owned by the Grantor (each, a “**Trademark**”), including, without limitation, each Trademark registration and application

referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iii) all rights and benefits of the Grantor under any Trademark.

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Event of Default (as defined in the Security Agreement) shall have occurred, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Agreement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan. The Grantor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of Michigan or any federal court sitting therein as provided for in Section 11(c) of the Security Agreement, and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Agreement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.


In case of any inconsistencies between the terms of this Agreement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

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

**ADVANCED INTEGRATED
MANUFACTURING COMPUTER
SOLUTIONS, INC.**

as Grantor

By: 
Name: Michael Assi
Title: President

Acknowledged:

THE TORONTO-DOMINION BANK,
as Security Agent



By:  _____



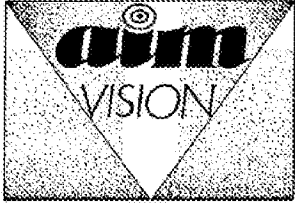
Name: Feroz Haq

Title: Director and Head, Loan Syndications Agency

SCHEDULE 1

Trademarks

<u>Title</u>	<u>Jurisdiction</u>	<u>Application Number</u> (if applicable)	<u>Registration Number</u> (if applicable)
 <p>aim AutoCOR EDI Order Management for Epicor ERP</p>	State of Michigan	-	ID No. 802400797
	State of Michigan	-	ID No. 802396549
 <p>aim Computer Solutions</p>	State of Michigan	-	ID No. 802397526
 <p><i>aim Mobility</i> Manufacturing Productivity Apps</p>	State of Michigan	-	ID No. 802400843
 <p>aim Vision ERP Optimized for Automotive Suppliers</p>	State of Michigan	-	ID No. 802400801
 <p>AutoCOR</p>	State of Michigan	-	ID No. 802109308 Old ID No. M12903

	State of Michigan	-	ID No. 802110069 Old ID No. M14867
	State of Michigan	-	ID No. 801969818 Old ID No. M10269
	State of Michigan	-	ID No. 801969819 Old ID No. M10273
RapidTrak	State of Michigan	-	ID No. 801947058 Old ID No. M10265
	USPTO	-	Reg. No. 2210495