

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM365157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABACO SYSTEMS HOLDING CORP.		12/07/2015	CORPORATION: DELAWARE
ABACO SYSTEMS, INC.		12/07/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC, AS COLLATERAL AGENT		
Street Address:	225 W. WASHINGTON STREET		
Internal Address:	21ST FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2751497	CORE-1553	
Registration Number:	3209718	FLIGHTCORE	
Registration Number:	3437233	NETERNITY	
Registration Number:	3463501	OPENWARE	
Registration Number:	2017447	SBS TECHNOLOGIES	
Registration Number:	0103010		
Registration Number:	1661491	RADSTONE	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		

CH \$190.00 2751497

ATTORNEY DOCKET NUMBER:	73082.050
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	12/09/2015
Total Attachments: 8 source=First Lien IP Collateral Agreement - patents & trademarks#page1.tif source=First Lien IP Collateral Agreement - patents & trademarks#page2.tif source=First Lien IP Collateral Agreement - patents & trademarks#page3.tif source=First Lien IP Collateral Agreement - patents & trademarks#page4.tif source=First Lien IP Collateral Agreement - patents & trademarks#page5.tif source=First Lien IP Collateral Agreement - patents & trademarks#page6.tif source=First Lien IP Collateral Agreement - patents & trademarks#page7.tif source=First Lien IP Collateral Agreement - patents & trademarks#page8.tif	

Reference is made to the Intercreditor Agreement dated as of December 7, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “*Intercreditor Agreement*”), among the Borrower, Holdings, the subsidiaries of Holdings from time to time party thereto, Cortland Capital Market Services LLC, as Initial First Priority Representative (as defined therein), Cortland Capital Market Services LLC, as Initial Second Priority Representative (as defined therein), and each additional Representative (as defined therein) from time to time party thereto. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between any of the provisions of the Intercreditor Agreement, this Agreement and the credit agreement to which this Agreement relates (the “*Credit Agreement*”) regarding the priority of the lien and security interest granted to the Collateral Agent and the exercise of any right or remedy by the Collateral Agent, the following order of priorities shall apply: (a) the Intercreditor Agreement, (b) the Credit Agreement and (c) this Agreement.

FIRST LIEN INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY COLLATERAL AGREEMENT (this “*IP Collateral Agreement*”) dated as of December 7, 2015, is made by Abaco Systems Holding Corp., a Delaware corporation, and Abaco Systems, Inc., a Delaware corporation (the “*Grantors*”) in favor of Cortland Capital Market Services LLC, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “*Collateral Agent*”).

WHEREAS, Abaco Systems Holding Corp., a Delaware corporation (“*Holdings*”), VCR Merger Corp., a Delaware corporation and the initial Borrower (“*Merger Sub*”) (which, on the Closing Date shall be merged with and into GE Intelligent Platforms Embedded Systems, Inc., to be renamed, on or promptly following the Closing Date, Abaco Systems, Inc., a Delaware corporation (the “*Company*”) with the Company surviving such merger as the successor and being referred to herein as the “*Borrower*”), and the lenders from time to time party thereto have entered into a First Lien Credit Agreement dated as of December 7, 2015 (as amended, supplemented or otherwise modified from time to time, the “*First Lien Credit Agreement*”) with Cortland Capital Market Services LLC, as Administrative Agent and Collateral Agent. Capitalized terms used in this IP Collateral Agreement and not otherwise defined herein have the meanings specified in the First Lien Guarantee and Collateral Agreement, First Lien Credit Agreement and Intercreditor Agreements (as defined below), as applicable.

WHEREAS, each Grantor has executed and delivered that certain First Lien Guarantee and Collateral Agreement dated as of December 7, 2015, among the Grantors and Collateral Agent, among others (as amended, supplemented or otherwise modified from time to time, the “*First Lien Guarantee and Collateral Agreement*”).

WHEREAS, under the terms of the First Lien Guarantee and Collateral Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this IP Collateral Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Collateral*”):

- (a) (i) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country) and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, in each case, including those set forth in Schedule A hereto (the “*Patents*”);
- (b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, in each case, including those set forth in Schedule B hereto (the “*Trademarks*”); and
- (c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a security interest in, any Excluded Collateral, including any intent-to-use trademark application prior to the filing with, and

acceptance of, the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. § 1051 et seq.), to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or the resulting trademark registration under applicable United States federal law.

SECTION 2. [Reserved]

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Collateral Agreement.

SECTION 4. Execution in Counterparts. This IP Collateral Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this IP Collateral Agreement by facsimile transmission or other means of electronic communication shall be as effective as delivery of a manually signed counterpart of this IP Collateral Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Collateral Agreement has been entered into in conjunction with the provisions of the First Lien Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Collateral Agreement and the First Lien Guarantee and Collateral Agreement, the terms of the First Lien Guarantee and Collateral Agreement shall control.

SECTION 6. Governing Law. This IP Collateral Agreement shall be construed in accordance with and governed by the laws of the State of New York.


SECTION 7. Intercreditor Agreement Governs. Reference is made to (i) the ABL/Term Intercreditor Agreement dated as of December 7, 2015, among the Borrower, Holdings, the Subsidiaries of Holdings identified therein, the Collateral Agent, the Second Lien Collateral Agent and the ABL Collateral Agent (the “**ABL Intercreditor Agreement**”) and (ii) the First Lien/Second Lien Intercreditor Agreement dated as of December 7, 2015, among the Borrower, Holdings, the Subsidiaries of Holdings identified therein, the Collateral Agent and the Second Lien Collateral Agent (the “**First Lien/Second Lien Intercreditor Agreement**”, together with the ABL Intercreditor Agreement, each an “**Intercreditor Agreement**” and collectively the “**Intercreditor Agreements**”). Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this IP Collateral Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreements. In the event of any conflict or inconsistency between any of the provisions of the Intercreditor Agreements, this IP Collateral Agreement and the First Lien Credit Agreement to which this IP Collateral Agreement relates regarding the priority of the lien

and security interest granted to the Collateral Agent and the exercise of any right or remedy by the Collateral Agent, the following order of priorities shall apply: (a) the applicable Intercreditor Agreement, (b) the First Lien Credit Agreement and (c) this IP Collateral Agreement.

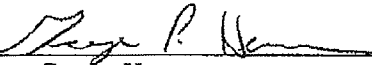
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IN WITNESS WHEREOF, the parties hereto have caused this IP Collateral Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ABACO SYSTEMS HOLDING CORP.

By: 
Name: George Hearn
Title: Executive Vice President and Chief Financial Officer

ABACO SYSTEMS, INC.

By: 
Name: George Hearn
Title: Executive Vice President and Chief Financial Officer

[Signature Page to First Lien Intellectual Property Collateral Agreement]

CORTLAND CAPITAL MARKET SERVICES
LLC, as Collateral Agent

By: 

Name:

Polina Arsentyeva

Title:

Associate Counsel

SCHEDULE A**United States Patents and Patent Applications**

App Number	Country	Filing Date	Patent Number	Issue Date	Application Title	Owner
11/608384	US	12/8/2006	7679916	3/16/2010	Method And System For Extracting Heat From Electrical Components	GE Intelligent Platforms Embedded Systems, Inc.
11/611586	US	12/15/2006	7462043	12/9/2008	Electrical Connector Element	GE Intelligent Platforms Embedded Systems, Inc.
09/063612	US	4/21/1998	6157651	12/5/2000	Rogue Data Packet Removal Method And Apparatus	GE Intelligent Platforms Embedded Systems, Inc.
12/939208	US	11/4/2010	8233279	7/31/2012	Wedge Lock For Use With A Single Board Computer And Method Of Assembling A Computer System	GE Intelligent Platforms, Inc.
12/879766	US	9/10/2010	8498127	7/30/2013	Thermal Interface Material For Reducing Thermal Resistance And Method Of Making The Same	GE Fanuc Intelligent Platforms, Inc.
13/109253	US	5/17/2011	8482929	7/9/2013	Systems For Circuit Board Heat Transfer And Method Of Assembling Same	General Electric Company
13/750078	US	1/25/2013			Flexible Metallic Heat Connector	General Electric Company

SCHEDULE B**United States Trademark Registrations and Applications**

App Number	Country	Filing Date	Registration Number	Registration Date	Trademark	Owner
76424558	US	6/24/2002	2751497	8/12/2003	CORE-1553	GE Intelligent Platforms Embedded Systems, Inc.
78642382	US	6/2/2005	3209718	2/13/2007	FLIGHTCORE	GE Intelligent Platforms Embedded Systems, Inc.
77136688	US	3/21/2007	3437233	5/27/2008	NETERNITY	GE Intelligent Platforms Embedded Systems, Inc.
77144122	US	3/29/2007	3463501	7/8/2008	OPENWARE	GE Intelligent Platforms Embedded Systems, Inc.
75015083	US	11/6/1995	2017447	11/19/1996	SBS TECHNOLOGIES	GE Intelligent Platforms Embedded Systems, Inc.
103010	US State – AL	8/28/1986	103010	8/28/2006	VMIC AND DESIGN	GE Intelligent Platforms Embedded Systems, Inc.
74020479	US	1/19/1990	1661491	10/22/1991	RADSTONE	GE Intelligent Platforms Embedded Systems, Inc.