

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Piab Aktiebolag		04/20/2016	Aktiebolag: SWEDEN
RECEIVING PARTY DATA			
Name:	SKANDINAVISKA ENSKILDA BANKEN AB		
Street Address:	KUNGSTRADGARDSGATAN 8		
City:	SE106 40 STOCKHOLM		
State/Country:	SWEDEN		
Entity Type:	Public Limited Company: SWEDEN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	73520340	PIAB	
Serial Number:	73238802	PIAB	
Serial Number:	86172091	PICOMPACT	
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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Ulrika Palsson		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	15306.4		
NAME OF SUBMITTER:	Ulrika Palsson		
SIGNATURE:	/Ulrika Palsson by trademarkny/		
DATE SIGNED:	04/20/2016		
Total Attachments: 5			
source=IP_Short_form_Piab#page1.tif			
source=IP_Short_form_Piab#page2.tif			

CH \$90.00 73520340

source=IP_Short_form_Piab#page3.tif

source=IP_Short_form_Piab#page4.tif

source=IP_Short_form_Piab#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is made as of April 20, 2016 (the "**Effective Date**") between **Piab Aktiebolag** (the "**Grantor**") in favor of **SKANDINAVISKA ENSKILDA BANKEN AB (PUBL)**, as security agent for the Secured Parties (in such capacity, the "**Security Agent**") (as defined in the IP Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Intellectual Property Security Agreement, dated as of April 20, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**"), by and among the Grantor, the other grantors party thereto and the Security Agent; and

WHEREAS, under the terms of the IP Security Agreement, the Grantors have (i) as collateral security for the Secured Liabilities, granted to the Security Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property (as defined in the IP Security Agreement), and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark 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 Security Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Liabilities, each Grantor hereby grants to the Security Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following (collectively, the "**Intellectual Property Collateral**"):

All United States federal 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**"); provided, for purposes of this Agreement "**Trademarks**" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

Section 2. Recordation. Each Grantor authorizes and requests that 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 IP Security Agreement and the Facilities 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 IP Security Agreement and the Facilities 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 IP Security Agreement or the Facilities Agreement, the provisions of the IP Security Agreement or the Facilities Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Security 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

PIAB AKTIEBOLAG

~~PIAB AB~~ as Grantor

By: 

Name: Anders Lindquist

Title: Authorised Signatory

Signature Page to Intellectual Property Security Agreement -- PIAB AB


TRADEMARK
REEL: 005774 FRAME: 0542

SKANDINAVISKA ENSKILDA BANKEN AB
(PUBL), as Security Agent

By: 

Name:

Title: Penny Neville-Park

By: 

Name:

Title: Duncan Nash

Signature Page to Intellectual Property Security Agreement – PIAB AB

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Trademarks

United States registrations of and applications for Trademarks

Grantor	Trademarks	Filing Date	Status	Registration No.
PIAB Aktiebolag	"PIAB"	1-Feb-1985	Renewed (Registered)	73520340
PIAB Aktiebolag	"PIAB"	13-Nov-1979	Renewed (Registered)	73238802
PIAB Aktiebolag	"piCOMPACT"	22-Jan-2014	Registered	86172091
PIAB Aktiebolag	"piFLOW"	12-Oct-2011	Registered	79104885
PIAB Aktiebolag	"piGRIP"	9-Sep-2010	Registered	79088165
PIAB Aktiebolag	"piINLINE"	9-Sep-2010	Registered	79088164
PIAB Aktiebolag	[PIAB LOGO]	9-Sep-2010	Registered	79088225