

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Intelligrated Headquarters, LLC	07/30/2012
RECEIVING PARTY DATA	
Name:	Royal Bank of Canada, as First Lien Collateral Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 1C4
PROPERTY NUMBERS Total: 51	
Property Type	Number
Application Number:	11981752
Application Number:	12356780
Application Number:	12100711
Application Number:	10578563
Application Number:	11888153
Application Number:	12014822
Application Number:	11448606
Application Number:	10800070
Application Number:	11747782
Application Number:	11068571
Application Number:	10804922
Application Number:	11238712
Application Number:	11301680
Application Number:	11450916
Application Number:	11191390

OP \$2040.00 11981752

Application Number:	10409771
Application Number:	10409749
Application Number:	10702779
Application Number:	10357009
Application Number:	10232965
Application Number:	10292224
Application Number:	10189135
Application Number:	10079296
Application Number:	09949547
Application Number:	09918949
Application Number:	09543586
Application Number:	09521238
Application Number:	09666321
Application Number:	09574337
Application Number:	09127245
Application Number:	09076178
Application Number:	29081863
Application Number:	29083398
Application Number:	09070672
Application Number:	08682018
Application Number:	08644857
Application Number:	08597454
Application Number:	08249291
Application Number:	08242712
Application Number:	08204738
Application Number:	08065675
Application Number:	08103881
Application Number:	08041716
Application Number:	11853387
Application Number:	12217926
Application Number:	12465733
Application Number:	12586873
Application Number:	12727634
Application Number:	13068940
Application Number:	13179195

13325569

**CORRESPONDENCE DATA**

**Fax Number:**

**Email:** david.adams@thomsonreuters.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**Correspondent Name:** Robin Riley

**Address Line 1:** 75 East 55th Street

**Address Line 4:** New York, NEW YORK 10022

**NAME OF SUBMITTER:**

Robin Riley

**Total Attachments: 11**

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RECORDATION FORM COVER SHEET  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Intelligrated Headquarters, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) July 30, 2012

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Royal Bank of Canada, as First Lien Collateral Agent

Internal Address: \_\_\_\_\_

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1C4

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.  
A. Patent Application No.(s) B. Patent No.(s)

See attached Schedule I.

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Robin Riley

Internal Address: \_\_\_\_\_

Street Address: 75 East 55th Street

City: New York

State: NY Zip: 10022

Phone Number: 212-318-6493

Fax Number: 212-319-4090

Email Address: robinriley@paulhastings.com

**6. Total number of applications and patents involved:** 51

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** \_\_\_\_\_

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Robin Riley  
Signature

August 22, 2012  
Date

Robin Riley

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**FIRST LIEN PATENT SECURITY AGREEMENT**

This FIRST LIEN PATENT SECURITY AGREEMENT, dated as of July 30, 2012 (the "First Lien Patent Security Agreement"), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), is in favor of ROYAL BANK OF CANADA, as first lien collateral agent (in such capacity, the "First Lien Collateral Agent") for the Lenders, as defined in the First Lien Credit Agreement (in such capacity, the "Assignee").

**W I T N E S S E T H:**

WHEREAS, the Grantors are party to that certain First Lien Pledge and Security Agreement dated as of July 30, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Pledge and Security Agreement") in favor of the Assignee pursuant to which the Grantors are required to execute and deliver this First Lien Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the First Lien Collateral Agent and the Lenders to enter into the First Lien Credit Agreement, to induce Lenders and the Issuing Bank to make their respective extensions of credit to the Borrower thereunder, to induce the counterparties to provide Banking Services in connection with the Secured Banking Services Obligations and to induce the counterparties to enter into the Hedge Agreements and provide financial accommodation, each Grantor hereby agrees with the First Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the First Lien Pledge and Security Agreement and (to the extent not defined therein) the First Lien Credit Agreement. For purposes of this First Lien Patent Security Agreement, the term "Patents" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all patents, patent applications and statutory registrations, including registrations and applications with the PTO (or any similar offices in any other country), including, in the case of any Grantor, those listed on Schedule 1 hereto and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions claimed therein and patentable improvements thereto, including the right to make, use or sell the inventions claimed therein or patentable improvements thereto.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in all such Grantor's right, title and interest in, to and under any and all of the following assets 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 "Patent Collateral"):

(a) all Patents of such Grantor, including, without limitation, the issued and applied-for Patents of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

*provided*, that in no event shall the Security Interest attach to or term "Patent Collateral" include any Excluded Property.

SECTION 3. First Lien Pledge and Security Agreement. The security interest granted pursuant to this First Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the First Lien Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Patents made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement. In the event that any provision of this First Lien Patent Security Agreement is deemed to conflict with the First Lien Pledge and Security Agreement, the provisions of the First Lien Pledge and Security Agreement shall govern.

SECTION 4. Termination. (a) This First Lien Patent Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than Unliquidated Obligations, as defined in the First Lien Credit Agreement) have been paid in full in cash, (ii) all Commitments have terminated or expired and (iii) the Letter of Credit Usage has been reduced to zero (or cash collateralized in a manner reasonably satisfactory to the Issuing Bank or back-stopped by a Letter of Credit in form and substance reasonably satisfactory to the Issuing Bank) and the Issuing Bank has no further obligation to issue or amend Letters of Credit under the First Lien Credit Agreement.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 9.19 of the First Lien Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the First Lien Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the First Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the First Lien Collateral Agent.

SECTION 5. **GOVERNING LAW.** **THIS FIRST LIEN PATENT SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST LIEN PATENT SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. Counterparts. This First Lien Patent Security Agreement may be executed by one or more of the parties to this First Lien Patent Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this First Lien

Patent Security Agreement by facsimile transmission or other electronic transmission (including PDF format) shall be effective as delivery of a manually executed counterpart hereof.

**SECTION 7. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE FIRST LIEN COLLATERAL AGENT PURSUANT TO THIS FIRST LIEN PATENT SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE FIRST LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS FIRST LIEN PATENT SECURITY AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY INTERESTS GRANTED TO THE FIRST LIEN COLLATERAL AGENT OR THE EXERCISE OF ANY RIGHT OR REMEDY, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.**

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IN WITNESS WHEREOF, each Grantor has caused this FIRST LIEN PATENT SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

INTELLIGRATED HEADQUARTERS,  
LLC, as a Grantor

By: 

Name: *Edward J. Pulsis*

Title: *Chief Financial Officer and Treasurer*

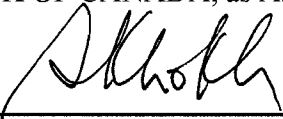
[SIGNATURE PAGE TO FIRST LIEN PATENT SECURITY AGREEMENT]



Accepted and Agreed:

ROYAL BANK OF CANADA, as Assignee

By:



Name: Susan Khokher

Title: Manager, Agency

[SIGNATURE PAGE TO FIRST LIEN PATENT SECURITY AGREEMENT]

**PATENT**  
**REEL: 028840 FRAME: 0598**

**PATENTS**Patent Registrations and Applications

Patent	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
SORTATION SYSTEM	11/981752	7857116	INTELLIGRATED HEADQUARTERS, LLC
SORTATION CONVEYOR APPARATUS AND METHODS	12/356780	7725213	INTELLIGRATED HEADQUARTERS, LLC
MODULAR CONVEYOR TRANSFER SYSTEMS AND METHODS	12/100711	7681710	INTELLIGRATED HEADQUARTERS, LLC
NON-CONTACT ARTICLE ROTATING APPARATUS	10/578563	7665597	INTELLIGRATED HEADQUARTERS, LLC
CONVEYOR SYSTEMS AND METHODS	11/888153	7611006	INTELLIGRATED HEADQUARTERS, LLC
SORTATION CONVEYOR	12014822	7549527	INTELLIGRATED HEADQUARTERS, LLC
SORTATION CONVEYOR AND CROSSOVER SWITCH THEREFOR	11/448606	7530441	INTELLIGRATED HEADQUARTERS, LLC
SORTATION CONVEYOR	10/800070	7516835	INTELLIGRATED HEADQUARTERS, LLC
SORTATION CONVEYOR APPARATUS AND METHODS	11/747782	7497316	INTELLIGRATED HEADQUARTERS, LLC
SORTATION SYSTEM PUSHER	11/068571	7441646	INTELLIGRATED HEADQUARTERS, LLC
CONTROLLED CONVEYOR	10/804922	7370752	INTELLIGRATED HEADQUARTERS, LLC
APPARATUS AND METHOD FOR	11/238712	7325376	INTELLIGRATED HEADQUARTERS, LLC

WRAPPING BULK PRODUCTS			
MERGE CONVEYOR	11/301680	7234588	INTELLIGRATED HEADQUARTERS, LLC
RELEASABLE CONNECTION FOR SORTATION CONVEYOR PUSHER	11/450916	7198145	INTELLIGRATED HEADQUARTERS, LLC
CONVEYOR BELT SYSTEM WITH TAKE-UP DEVICE	11/191390	7134544	INTELLIGRATED HEADQUARTERS, LLC
ACCUMULATION CONVEYOR	10/409,771	6889822	INTELLIGRATED HEADQUARTERS, LLC
SORTATION SYSTEM, COMPONENTS AND METHODS	10/409749	6860376	INTELLIGRATED HEADQUARTERS, LLC
LINEAR BELT SORTER AND METHODS OF USING LINEAR BELT SORTER	10/702779	6854584	INTELLIGRATED HEADQUARTERS, LLC
NARROW BELT NON-PNEUMATICALLY ACTUATED ACCUMULATION CONVEYOR	10/357009	6814222	INTELLIGRATED HEADQUARTERS, LLC
SLIDING SHOE SORTER AND METHODS OF USING SLIDING SHOE SORTER	10/232965	6702106	INTELLIGRATED HEADQUARTERS, LLC
LINEAR BELT SORTER AND METHODS OF USING LINEAR BELT SORTER	10/292224	6669001	INTELLIGRATED HEADQUARTERS, LLC
CO-EXTRUDED DRIVER PAD WITH WEAR INDICATOR	10/189135	6612423	INTELLIGRATED HEADQUARTERS, LLC
CONVEYOR GUIDERAIL SNAG RESISTANT	10/079296	6588578	INTELLIGRATED HEADQUARTERS, LLC

OPENING			
CARTRIDGE BEARING INCLUDING A STUB SHAFT AND AN ELECTRICALLY CONDUCTIVE AXLE AND METHOD OF USING CARTRIDGE BEARING	09/949547	6554117	INTELLIGRATED HEADQUARTERS, LLC
CONVEYOR ROLLER WITH TELESCOPING AXLE HAVING TAPERED ENDS	09/918949	6547054	INTELLIGRATED HEADQUARTERS, LLC
CHUTE	09/543586	6499582	INTELLIGRATED HEADQUARTERS, LLC
COMPOUND INDUCTION SYSTEM	09/521238	6499604	INTELLIGRATED HEADQUARTERS, LLC
SLIDING SHOE SORTER AND METHODS OF USING SLIDING SHOE SORTER	09/666321	6478144	INTELLIGRATED HEADQUARTERS, LLC
CONVEYOR OPERATION CONTROL SYSTEM	09/574337	6297451	INTELLIGRATED HEADQUARTERS, LLC
MODULAR ACCUMULATOR CONVEYOR SYSTEM	09/127245	6193054	INTELLIGRATED HEADQUARTERS, LLC
CONVEYOR OPERATION CONTROL SYSTEM	09/076178	6098789	INTELLIGRATED HEADQUARTERS, LLC
DUAL-DIRECTION DIVERTING PUSHER ELEMENT FOR A SORTING CONVEYOR	29/081863	D411680	INTELLIGRATED HEADQUARTERS, LLC

SINGLE-DIRECTION DIVERTING PUSHER ELEMENT FOR A SORTING CONVEYOR	29/083398	D411363	INTELLIGRATED HEADQUARTERS, LLC
DEPALLETIZER COLLECTOR BELT ASSEMBLY	09/070672	5899659	INTELLIGRATED HEADQUARTERS, LLC
TAKE-UP SYSTEM FOR THE DRIVE BELT OF A LIVE ROLLER CONVEYOR	08/682018	5826702	INTELLIGRATED HEADQUARTERS, LLC
CONTROL SYSTEM FOR THE DROP-OUT ZONE OF A CONSTANT SPEED ACCUMULATING CONVEYOR	08/644857	5823319	INTELLIGRATED HEADQUARTERS, LLC
AUTOMATIC DEPALLETIZER	08/597454	5788461	INTELLIGRATED HEADQUARTERS, LLC
AUTOMATIC DEPALLETIZER	08/249291	5451136	INTELLIGRATED HEADQUARTERS, LLC
BAGGAGE CONVEYOR SYSTEM	08/242712	5427227	INTELLIGRATED HEADQUARTERS, LLC
CONVEYOR CONSTRUCTION	08/204738	5421451	INTELLIGRATED HEADQUARTERS, LLC
CONTROLLED FLOW GRAVITY CONVEYOR SYSTEM AND METHOD	08/065675	5375689	INTELLIGRATED HEADQUARTERS, LLC
BAGGAGE CONVEYOR SYSTEM	08/103881	5311981	INTELLIGRATED HEADQUARTERS, LLC
BAGGAGE CONVEYOR SYSTEM	08/041716	5263571	INTELLIGRATED HEADQUARTERS, LLC
ROLLER ARRANGEMENT FOR CONVEYOR	11/853,387	8196736	INTELLIGRATED HEADQUARTERS, LLC
OBJECT	12/217,926		INTELLIGRATED

DETECTION DEVICE			HEADQUARTERS, LLC
SORTATION CONVEYOR	12/465,733		INTELLIGRATED HEADQUARTERS, LLC
OBJECT DETECTION DEVICE	12/586,873		INTELLIGRATED HEADQUARTERS, LLC
ZONED ACCUMULATION CONVEYOR	12/727,634		INTELLIGRATED HEADQUARTERS, LLC
METHOD AND APPARATUS FOR OPTIMIZED SHIPPING STRATEGIES ACCOUNTING FOR ENDPOINT REQUIREMENTS	13/068,940		INTELLIGRATED HEADQUARTERS, LLC
INTEGRATED SIMULATION TECHNOLOGY	13/179,195		INTELLIGRATED HEADQUARTERS, LLC
SORT GAP CONTROL	13/325,569	8167111	INTELLIGRATED HEADQUARTERS, LLC