PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3434192

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
BORROUGHS CORPORATION	07/01/2015

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	730 SECOND AVENUE S, 8TH FLOOR
Internal Address:	MAC N9314-080
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7988245
Patent Number:	8256852

CORRESPONDENCE DATA

Fax Number: (612)766-1600

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: 612-766-6911
Email: susan.carlson@faegrebd.com
Correspondent Name: SUSAN CARLSON, FAEGRE BAKER DANIELS LLP
Address Line 1: 90 SOUTH 7TH ST STE 2200
Address Line 4: MINNEAPOLIS, MINNESOTA 55402

NAME OF SUBMITTER:	SUSAN CARLSON
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	07/10/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 10
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of July 1, 2015, is made by and between BORROUGHS CORPORATION, a Delaware corporation ("Debtor"), having a business location at the address set forth below next to its signature, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (together with its successors and assigns, "Secured Party"), having a business location at the address set forth below next to its signature.

Recitals

Debtor, as borrower, and Secured Party, as lender, are parties to a Credit Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), setting forth the terms on which Secured Party may now or hereafter extend credit to or for the account of Debtor.

As a condition to entering into the Credit Agreement, Secured Party has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions**. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Debtor's right, title and interest in and to any and all patents and patent applications, including (a) the patents and patent applications listed on Exhibit A attached hereto, (b) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (d) the right to sue for past, present, and future infringements thereof, and (e) all of Debtor's rights corresponding thereto throughout the world.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Debtor's right, title and interest in and to any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit B attached hereto, (b) all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, and (f) all of Debtor's rights corresponding thereto throughout the world.

2. **Security Interest**. Debtor hereby irrevocably pledges and assigns to, and grants Secured Party a security interest (the "Security Interest") with power of sale, to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement of even date herewith between Debtor and Secured Party (as amended, restated,

supplemented or otherwise modified from time to time, the "Security Agreement"), the Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations, Warranties and Agreements**. Debtor represents, warrants and agrees as follows:

(a) Existence; Authority. Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware, and this Agreement has been duly and validly authorized by all necessary action on the part of Debtor.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Debtor shall within 30 days provide written notice to Secured Party with a replacement Exhibit A, which upon acceptance by Secured Party shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all registered Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof and all other Trademarks owned by Debtor. If after the date hereof, Debtor owns or controls any Trademarks not listed on Exhibit B, or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall within 30 days provide written notice to Secured Party with a replacement Exhibit B, which upon acceptance by Secured Party shall become part of this Agreement.

(d) Title. Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) No Sale. Except as permitted in the Credit Agreement or the Security Agreement, Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Secured Party's prior written consent.

(f) Defense. Debtor will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) Maintenance. Debtor will at its own expense maintain the Patents and the Trademarks, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least 30 days, to allow Secured Party to timely pay (if Secured Party elects to so pay in its sole discretion) any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) Secured Party's Right to Take Action. If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of 15 calendar days (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time if immediate action is necessary to maintain any Patent or Trademark), or if Debtor notifies Secured Party that it intends to abandon a Patent or Trademark, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Secured Party on written demand the amount of all moneys expended and all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Secured Party at the Default Rate.

(j) Power of Attorney. Solely for purposes of and to facilitate Secured Party's taking action under subsection (i) and exercising its rights under Section 6 (but without limiting any other appointment contained in any other Loan Document), Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3 to the extent Debtor has failed to take such action, or, necessary for Secured Party, after an Event of Default and until such Event of Default may be cured or waived in accordance with the Credit Agreement, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance in full of all Obligations.

4. **Debtor's Use of the Patents and Trademarks**. Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default has occurred and is continuing.

5. **Events of Default**. Each of the following occurrences shall constitute an event of default under this Agreement (herein each called an "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; or (b) Debtor fails promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies**. Upon the occurrence and during the continuance of an Event of Default, Secured Party may, at its option, take any or all of the following actions: (a) Secured Party may exercise any or all remedies available under the Credit Agreement; (b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks; and (c) Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. **Miscellaneous**. This Agreement can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by Secured Party and Debtor, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Borroughs Corporation
3002 N. Burdick St.
Kalamazoo, MI 49009
Attn: Thomas Gambon
Fax: (269) 342-4402
Email: TGambon@borroughs.com

BORROUGHS CORPORATION

By: Timothy J. Tyler
Name: Timothy Tyler
Title: President and CEO

STATE OF Michigan)
)
COUNTY OF Van Buren)

The foregoing instrument was acknowledged before me this 30th day of June, 2015, by Timothy Tyler, the President and CEO of Borroughs Corporation, a Delaware corporation, on behalf of said corporation.

Mari C. Blain
Notary Public

MARI C BLAIN
Notary Public, State of Michigan
County of Van Buren
My Commission Expires 03/22/2018
Acting in the County of Kalamazoo

Wells Fargo Bank, National Association
MAC N9314-080
730 Second Avenue S., 8th Floor
Minneapolis, MN 55402
Attention: Chris Markham
Fax No.: (855) 881-3270
Email: chris.markham@wellsfargo.com

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: ______________________
Name: Roger Pfiffner
Title: Vice President

STATE OF Minnesota)
)
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this _____ day of _______________, 2015, by Roger Pfiffner, a Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of said national banking association.

Linda Artika Smiley
Notary Public

LINDA ARTIKA SMILEY
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/19

Signature Page to Patent and Trademark Security Agreement

EXHIBIT A

UNITED STATES ISSUED PATENTS

Patent Description	Registration Number	Registration Date	Expiration Date
Clothing and textile system	US 7,988,245 B2	08/02/2011	04/26/2017
Clothing and textile system	US 8,256,852 B2	09/04/2012	06/24/2021

UNITED STATES PATENT APPLICATIONS

Patent Application Description	Application / Serial Number	Application Date
Storage system for supporting clothing, textiles or other delicate articles	11/789,975	04/26/2007
Storage system for supporting clothing, textiles or other delicate articles	13/168,406	06/24/2011

FOREIGN ISSUED PATENTS

None.

FOREIGN PATENT APPLICATIONS

None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS REGISTRATIONS

Trademark	Registration Number	Registration Date	Expiration Date
Aisle-Saver	1099578	08/15/1978	08/13/2018
Borroughs	1392149	05/06/1986	08/02/2016
Box Edge Plus	1606447	07/17/1990	01/29/2020
Flexi-Bin	161200	09/04/1990	05/04/2020
Impact	4314356	04/02/2013	01/24/2022
Intellabelt	1371066	11/19/1985	12/28/2015
Light Carpet	1896824	05/30/1995	05/13/2025
Record Master	1197273	06/08/1982	04/16/2022
Rivet-Span	1800123	10/19/1993	04/24/2024
Synergy Series	3455818	06/24/2008	06/24/2018
Wilsonstak	1636168	02/26/1991	08/24/2020

APPLICATIONS

Trademark Application	Application / Serial Number	Application Date
Storage systems for storing files and records	73139597	09/01/1977
Office furniture; industrial and commercial grade shelving and related equipment; storage racks; bench frames; work benches; bench kits; namely legs, tops, brackets, stringers, and parts thereof; sold as a unit; modular drawers	73563101	10/15/1985
Industrial shelving	74005779	11/28/1989
Industrial shelving	74005777	11/28/1989

Metal garage workbenches, cabinets, shelves and drawers	85523932	01/24/2012
Automatic controls for belt conveyors	73513985	12/17/1984
Micro-processor based apparatus utilizing optical emitters and receivers for controlling movable storage units	74372205	03/25/1993
Open shelf filing components and units for filing, documents storage requirements, and commercial shelving for inactive records	73275876	08/28/1980
Storage racks, shelving and parts	74322646	10/14/1992
Movable storage systems comprised primarily of shelving for use in commercial settings and institutional settings	78958524	08/23/2006
Industrial shelving, namely library shelving	74005778	11/28/1989

COLLECTIVE MEMBERSHIP MARKS

None.

SUPPLEMENTAL REGISTERED MARKS

None.

UNREGISTERED MARKS MATERIAL TO BUSINESS

None.

FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

None.

APPLICATIONS

None.