

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SHAPE LLC	03/02/2016
RECEIVING PARTY DATA	
Name:	ENTERPRISE SUB-CDE XXII, LLC
Street Address:	150 NORTH MERAMEC
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63105
Name:	ENTERPRISE SUB-CDE I, LLC
Street Address:	150 NORTH MERAMEC
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63105
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5939838
Patent Number:	6426610
Patent Number:	5886507
Patent Number:	6782513
CORRESPONDENCE DATA	
Fax Number:	(314)667-3633
<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:	314-552-6000
Email:	ipdocket@thompsoncoburn.com
Correspondent Name:	THOMPSON COBURN LLP/WILLIAM A. HOLTZ
Address Line 1:	ONE US BANK PLAZA
Address Line 4:	ST. LOUIS, MISSOURI 63101
ATTORNEY DOCKET NUMBER:	43238-153162
NAME OF SUBMITTER:	WILLIAM HOLTZ

SIGNATURE:	/William A. Holtz/
DATE SIGNED:	03/04/2016
Total Attachments: 10 source=Trademark, Patent and Copyright Security Agreement#page1.tif source=Trademark, Patent and Copyright Security Agreement#page2.tif source=Trademark, Patent and Copyright Security Agreement#page3.tif source=Trademark, Patent and Copyright Security Agreement#page4.tif source=Trademark, Patent and Copyright Security Agreement#page5.tif source=Trademark, Patent and Copyright Security Agreement#page6.tif source=Trademark, Patent and Copyright Security Agreement#page7.tif source=Trademark, Patent and Copyright Security Agreement#page8.tif source=Trademark, Patent and Copyright Security Agreement#page9.tif source=Trademark, Patent and Copyright Security Agreement#page10.tif	

TRADEMARK, PATENT AND COPYRIGHT
SECURITY AGREEMENT

THIS TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT (the "*Agreement*") is made as of the 2nd day of March 2016, by and between **SHAPE LLC**, a Delaware limited liability company with its principal place of business at 2105 W Corporate Dr., Addison, Illinois 60101 ("*Shape*", and together with all other Grantors from time to time party hereto, collectively, "*Grantors*" and each individually, a "*Grantor*"), and **ENTERPRISE SUB-CDE XXII, LLC**, a Missouri limited liability company, with an office at 150 North Meramec, St. Louis, Missouri 63105 ("*Enterprise CDE XXII*"), and **ENTERPRISE SUB-CDE I, LLC**, a Delaware limited liability company, with an office at 150 North Meramec, St. Louis, Missouri 63105 ("*Enterprise CDE I*", and together with Enterprise CDE XXII and each other lender from time to time party hereto, collectively "*Lenders*", and each individually, a "*Lender*").

WHEREAS, Grantors have executed and delivered to Lenders a Credit Agreement dated as of even date herewith (as amended from time to time, the Lenders "*Credit Agreement*"), which provides that Lenders shall, subject to the terms and conditions thereof, extend credit to or for the benefit of Grantors in an aggregate outstanding principal amount not to exceed \$7,100,000;

WHEREAS, in order to induce Lenders to execute and deliver the Credit Agreement, Grantors have agreed to grant to Lenders a security interest in certain trademark, patent and copyright rights;

WHEREAS, this Agreement is being executed contemporaneously with the Credit Agreement under which Lenders have been granted a security interest in, among other things, all equipment, inventory, accounts, general intangibles, books, records, product specifications, goodwill, customer lists and trade secrets (collectively, the "*Other Assets*") relating to products sold under the Intellectual Property, as defined hereinafter; and

WHEREAS, the Credit Agreement provides that Lenders shall have the right to foreclose on the Intellectual Property Collateral (as defined herein), and the Other Assets, upon the occurrence of an Event of Default, in order that any owner of the Intellectual Property Collateral may continue the manufacture or distribution of products under the Intellectual Property and maintain substantially the same product specifications and quality as maintained by Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree with Lenders as follows:

1. Capitalized Terms. Capitalized terms used and not defined herein shall have the meaning given to them in the Credit Agreement.
2. Grant of Security Interest.

To secure the complete and timely satisfaction of the Obligations, Grantors hereby grant to Lenders a continuing security interest in all of their right, title and interest in and to the trademark(s), trade name(s), service mark(s), trademark

application(s), trademark(s), patent application(s), patent(s) and copyright(s) listed on Schedule A attached hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "*Intellectual Property*"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing are collectively called the "*Intellectual Property Rights*"), and the goodwill of the business to which the Intellectual Property relates (the "*Associated Goodwill*") (the Intellectual Property, the Intellectual Property Rights, and the Associated Goodwill are collectively called the "*Intellectual Property Collateral*").

Grantors

3. Representations, Warranties and Covenants of Grantors. Grantors represent, covenant and warrant to Lenders that:

(a) The registrations of the Intellectual Property are subsisting and have not been adjudged invalid or unenforceable;

(b) The Intellectual Property is valid and enforceable to the best of Grantors' knowledge;

(c) No claim has been made that the use of the Intellectual Property does or may violate the rights of any third person;

(d) Other than rights granted to Senior Lender as security for the loan made by Senior Lender to Grantors in the principal amount of up to \$1,500,000 pursuant to that certain Loan and Security Agreement dated February 25, 2015, as may be amended from time to time hereafter, Grantors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any liens, charges and the encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements (other than such licenses or user agreements granted to customers, suppliers, contractors and vendors in the ordinary course) and covenants by Grantors not to sue third persons;

(e) Grantors have the unqualified right to enter into this Agreement and to perform its terms; and

(f) Grantors shall use for the duration of this Agreement, consistent standards of quality in its manufacture and/or sale of products sold under the Intellectual Property.

4. Inspection Rights. Grantors hereby grant to Lenders and their employees, agents and designees the right to visit Grantors' plants and facilities which manufacture, distribute or store products sold under the Intellectual Property, and to inspect the products and quality control records relating thereto. Grantors shall do any and all acts reasonably required by Lenders to ensure Grantors' compliance with paragraph 3(f) hereof.

5. Further Assurances. Grantors agree that, until all of the Obligations shall have been satisfied in full and the Credit Agreement has been terminated in accordance with its terms, it will not enter into any agreement which is inconsistent with Grantors' obligations under this Agreement, without Lenders' prior written consent, provided, however, that prior consent is not needed for licenses or user agreements granted to Grantors' customers, vendors, suppliers, or contractors in the ordinary course. Grantors further agree that at any time and from time to time, at the expense of Grantors, Grantors will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lenders may reasonably request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lenders to exercise their rights and remedies hereunder.

6. Additional Intellectual Property. If, before the Obligations shall have been satisfied in full, Grantors shall obtain rights to any registrations of any new trademark(s), trade name(s), service mark(s), trademark application(s), trademark(s), patent application(s), patent(s) or copyright(s), the provisions of paragraph 1 shall automatically apply thereto and Grantors shall give Lenders prompt written notice of any such registrations.

7. Modification by Lenders. Grantors authorize Lenders to modify this Agreement by amending Schedule A to include any future registrations of any trademark(s), trade name(s), servicemark(s), trademark application(s), trademark(s), patent application(s), patent(s) or copyright(s), covered by paragraphs 2 and 6 hereof, without the signature of any Grantor to the extent permitted by applicable law.

8. Grant of License to Lenders. Solely to enabled Lenders to exercise their rights and remedies under this Agreement after an Event of Default, Grantors hereby presently grant to Lenders a non-exclusive license to use and exercise Grantors' rights to the Intellectual Property in connection with the Collateral, upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral by or to Lenders pursuant to the Credit Agreement and/or this Agreement. The license granted in this paragraph 8 may be transferred by Lenders in connection with the assignment of both the Credit Agreement and this Agreement, without any Assignor's consent, to any successor of Lenders, any assignee of Lenders, and/or any purchaser or other transferee of any or all of the Collateral in connection with the foreclosure of the Intellectual Property under this Agreement. This license may not be revoked until all of the Obligations have been satisfied in full and the Credit Agreement has been terminated in accordance with its terms. Notwithstanding the foregoing, to the extent that this license is a sublicense of Grantors' rights as a licensee under any Intellectual Property license, the foregoing license to Lenders is subject to any limitations in the underlying license to Grantors.

9. Rights of Grantors. Unless and until there shall have occurred an Event of Default, Grantors shall own the title to the Intellectual Property Collateral and shall have the exclusive, nontransferable right to use the Intellectual Property on and in connection with products sold by Grantors, for Grantors' own benefit and account and/or to license the Intellectual Property for use by customers, suppliers, vendors, or other contractors. Grantors agree not to sell or assign its interest in, or grant any exclusive license under the Intellectual Property or the other Intellectual Property Collateral, other than the license to Lenders hereunder, without the prior written consent of Lenders; provided, however, that prior consent is not needed

for licenses or user agreements granted to Grantors' customers, vendors, suppliers, or contractors in the ordinary course.

10. Default. If any Event of Default shall have occurred, Lenders shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Credit Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property Collateral may be located, including without limitation, the right to foreclose upon the Intellectual Property Collateral in accordance with applicable law.

11. Termination of Agreement. At such time as Grantors shall completely satisfy all of the Obligations and the Credit Agreement shall be terminated in accordance with its terms, this Agreement shall terminate and Lenders shall execute and deliver to Grantors, at Grantors' expense, and without recourse, representation or warranty, all releases, assignments and other instruments as may be necessary or proper to re-vest in Grantors full title to the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Lenders pursuant hereto.

12. Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Lenders in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property Collateral, shall, to the extent permitted by applicable law, be borne and paid by Grantors on demand by Lenders and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the interest rate then applicable under the Credit Agreement.

13. Preservation of Intellectual Property Rights. Grantors shall have the duty, through counsel reasonably acceptable to Lenders, to do any and all acts which are reasonably necessary and commercially practical in Grantors' reasonable business judgment to preserve and maintain all rights in the registered Intellectual Property identified on Schedule A. Any expenses incurred in connection with the foregoing shall be borne by Grantors. Other than in the ordinary course of business, Grantors shall not abandon any registered Intellectual Property without the prior written consent of Lenders. Unless an Event of Default exists and is continuing, Grantors shall have the sole right to bring any opposition proceedings, cancellation proceedings or lawsuit in Grantors own name(s) to enforce or protect the Intellectual Property, in which event Lenders may, if necessary, be joined as a nominal party to such suit so long as Lenders are satisfied, in their sole determination, that such joinder will not subject it to any risk of liability. Grantors shall promptly, upon demand, reimburse and indemnify Lenders for all damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Lenders in the fulfillment of any provision of this paragraph 13.

14. Lenders Appointed Attorney-In-Fact. Grantors hereby authorize and empower Lenders, upon and after the occurrence and during the continuation of an Event of Default, to

make, constitute and appoint any officer or agent of Lenders as Lenders may select, in their exclusive discretion, as Grantors' true and lawful attorney-in-fact, with the power to endorse each Grantor's name on all applications, documents, papers and instruments necessary for Lenders to use the Intellectual Property or the other Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under the Intellectual Property Collateral to Lenders or anyone else, or necessary for Lenders to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to anyone else. Grantors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

15. Lenders May Act. If Grantors fail to comply with the obligations hereunder, Lenders may take reasonable and appropriate actions to enforce, collect, protect the value of, or dispose of the Intellectual Property Collateral necessary to the conduct of Grantors' business and to the extent permitted by applicable law, in such Grantor's name(s) or in Lenders' name, and Grantors hereby agree to reimburse Lenders in full for all reasonable expenses, including, without limitation, reasonable attorneys' fees, incurred by Lenders in protecting, defending or maintaining the Intellectual Property Collateral or any part thereof.

16. No Waiver. No course of dealing between any Grantor and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Lenders, any right, power or privilege hereunder, under the Credit Agreement or under applicable law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. Rights Cumulative. All of Lenders' rights and remedies with respect to the Intellectual Property Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

18. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

20. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Grantors hereunder with respect to transferring any part of or interest in the Intellectual Property Collateral.

21. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the internal laws of the State of Illinois.

22. Headings. The headings contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

23. Counterparts; Delivery. This Agreement may be executed in one or more counterparts and may be delivered in the original, by facsimile or electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

24. Jury Trial. GRANTORS HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY (WHICH LENDERS ALSO WAIVE) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT.

25. Jurisdiction. This Assignment has been negotiated, executed and delivered in various jurisdictions. In order to provide for a uniform and well established body of commercial and other law to define and govern the rights and duties of the parties, the parties agree that this Assignment shall be governed by and construed in accordance with the internal substantive laws of the State of Illinois without giving effect to any choice of law rules thereof. EACH GRANTOR HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN DUPAGE COUNTY, ILLINOIS, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO GRANTORS AT THEIR ADDRESS SET FORTH HEREIN AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. EACH GRANTOR WAIVES ANY OBJECTION TO PERSONAL JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF PERSONAL JURISDICTION OR VENUE. GRANTORS FURTHER AGREE NOT TO ASSERT AGAINST THE LENDERS (EXCEPT BY WAY OF A DEFENSE OR COUNTERCLAIM IN A PROCEEDING INITIATED BY THE LENDERS) ANY CLAIM OR OTHER ASSERTION OF LIABILITY WITH RESPECT TO THIS ASSIGNMENT, THE LENDERS' CONDUCT OR OTHERWISE IN ANY JURISDICTION OTHER THAN THE FOREGOING JURISDICTIONS.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTORS:

SHAPE LLC, a Delaware limited liability company

By: 

Name: Gregory Babecki

Title: President

**[SIGNATURE PAGE TO TRADEMARK, PATENT AND COPYRIGHT
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]**


IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

LENDERS:

ENTERPRISE CDE I:

ENTERPRISE SUB-CDE I, LLC, a Delaware limited liability company

By: Enterprise Financial CDE, LLC, a Delaware limited liability company, its Managing Member

By:  _____


Name: Mitchell L. Baris

Title: Executive Director

ENTERPRISE CDE XXII:

ENTERPRISE SUB-CDE XXII, LLC, a Missouri limited liability company

By: Enterprise Financial CDE, LLC, a Delaware limited liability company, its Managing Member

By:  _____

Name: Mitchell L. Baris

Title: Executive Director

**[SIGNATURE PAGE TO TRADEMARK, PATENT AND COPYRIGHT
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]**

SCHEDULE A

Intellectual Property Collateral

PATENTS:

Patent No.	Issued	Assignment Information	Description of Patent
US 5,939,838	8/17/1999	Assigned to Shape LLC	Ferroresonant Transformer Ballast for Maintaining the Current of Gas Discharge Lamps at a Predetermined Value
US 6,426,610	7/30/2002	Assigned to Shape LLC	Controlled Ferroresonant Constant Current Source
US 5,886,507	3/23/1999	Assigned to Shape LLC	Controlled Ferroresonant Transformer
US 6,782,513	8/24/2004	Assigned to Shape LLC	High Power Factor Integrated Controlled Ferroresonant Constant Current Source
AU 63336/98	10/4/2001	Assignment documents to Shape LLC not yet filed	Ferroresonant Transformer Ballast for Maintaining the Current of Gas Discharge Lamps at a Predetermined Value
CA 2288087	4/22/2003	Assignment filed in the name of Shape LLC	Ferroresonant Transformer Ballast for Maintaining the Current of Gas Discharge Lamps at a Predetermined Value
JP 1999500632	8/9/2009	Assignment documents to Shape LLC not yet filed	Ferroresonant Transformer Ballast for Maintaining the Current of Gas Discharge Lamps at a Predetermined Value
MX 213343	3/19/2003	Assignment documents to Shape LLC not yet filed	Ferroresonant Transformer Ballast for Maintaining the Current of Gas Discharge Lamps at a Predetermined Value

COPYRIGHTS:

U.S. Copyright Registration No. TX0005759042, dated April 22, 2003, entitled Ferroresonant Transformers.

All unregistered copyrights used in the business of Borrower, including without limitation, the website located at www.shapelc.com, product photographs and literature, marketing materials, proposals, files, documents, text, images, other photograph, graphics, software, schematics, drawings, notebooks, customer lists, vendor lists, or otherwise.

TRADEMARKS:

SHAPE, U.S. Application Serial No. 86/865,979, filed January 5, 2016.

Shape Logo shown below (unregistered)



LINE TAMER (unregistered)

TRADE NAMES:

Shape LLC

DOMAIN NAME:

www.shapelc.com