

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4140554

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DRB SYSTEMS, LLC	09/23/2016
UNITEC, LLC	09/23/2016
RECEIVING PARTY DATA	
Name:	WINTRUST BANK, AS ADMINISTRATIVE AGENT
Street Address:	231 SOUTH LASALLE STREET, 2ND FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60604
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6402030
Patent Number:	7045021
CORRESPONDENCE DATA	
Fax Number:	(312)499-6701
<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:	(312) 499-6700
Email:	tapatterson@duanemorris.com
Correspondent Name:	BRIAN P. KERWIN
Address Line 1:	190 SOUTH LASALLE STREET, SUITE 3700
Address Line 2:	DUANE MORRIS LLP
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	G1198-00001
NAME OF SUBMITTER:	BRIAN P. KERWIN
SIGNATURE:	/Brian P. Kerwin/
DATE SIGNED:	11/14/2016
Total Attachments: 11	
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**AMENDED AND RESTATED CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”) dated as of September 23, 2016, is made by **DRB SYSTEMS, LLC**, an Ohio limited liability company (“**Opc**o”), and **UNITEC, LLC**, a Maryland limited liability company (“**Unitec**”; together with Opc, individually and collectively “**Borrower**”), in favor of **WINTRUST BANK**, an Illinois state chartered bank in its capacity as administrative agent for the Lenders (as defined below) (together with its successors and assigns, “**Administrative Agent**”).

RECITALS

WHEREAS, Borrower, **DRB HOLDINGS, LLC**, a Delaware limited liability company (“**Parent**”), Administrative Agent and certain other financial institutions party thereto (“**Lenders**”) are party to that certain Amended and Restated Loan and Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the “**Loan Agreement**”), which provides (i) for Administrative Agent to make certain loans to Borrower, and (ii) for the grant by Borrower to Administrative Agent of a security interest in Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted);

WHEREAS, Opc, Parent and Wintrust Bank, as lender, are party to that certain Confirmatory Grant of Security Interest in Intellectual Property dated as of March 17, 2014 (as amended or modified, the “**Original Confirmatory Grant**”), and the parties hereto desire to amend and restate such Original Confirmatory Grant;

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Administrative Agent. The rights and remedies of Administrative Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement and the other Financing Agreements shall govern.

WHEREAS, Unitec is being added as a party to the Loan Agreement, and the parties hereto desire that Unitec be added as a party to this Confirmatory Grant.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities, as defined in the Loan Agreement (collectively, the "**Obligations**"), Borrower hereby confirms its grant to Administrative Agent (for the benefit of Administrative Agent and Lenders) of a continuing security interest in and to any and all of Borrower's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "**Intellectual Property**");

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Patents**"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Borrower's business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the "**Trademarks**"); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Copyrights**").

3. Effect on Loan Agreement. Borrower acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or any Lender under the Loan Agreement but rather is intended to be filed by Administrative Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of

Administrative Agent's security interest. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Obligations and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Administrative Agent shall execute and deliver any document reasonably requested by Borrower, at Borrower's sole cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Administrative Agent hereunder.

5. Severability. The provisions of this Confirmatory Grant 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 Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Administrative Agent.

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Administrative Agent, its successors, nominees and assigns; provided, however, Borrower shall not assign this Confirmatory Grant or any of Borrower's obligations hereunder without the prior written consent of Administrative Agent.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Administrative Agent shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Borrower acknowledges that a copy of this Confirmatory Grant will be filed by Administrative Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower.

10. GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS SECURITY AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND

ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAWS.


11. Amendment and Restatement of Original Confirmatory Grant. On the date hereof (the “**Restatement Date**”), the Original Confirmatory Grant shall be modified, amended and restated by this Confirmatory Grant. The parties hereto acknowledge and agree that: (a) this Confirmatory Grant and the other agreements, instruments, certificates and documents executed and delivered in connection herewith do not constitute a novation, payment or termination of the “Obligations” (as defined in the Original Confirmatory Grant) under the Original Confirmatory Grant as in effect prior to the Restatement Date; and (b) such “Obligations” are in all respects continuing with only the terms thereof being amended and modified as provided in this Confirmatory Grant and the Loan Agreement. Without limitation of the foregoing, Opco hereby fully and unconditionally ratifies and affirms the Original Confirmatory Grant, as amended, and agrees that all security interests and other liens granted to Administrative Agent in the collateral thereunder shall from and after the date hereof secure all Obligations hereunder in favor of Administrative Agent. Notwithstanding the amendments effected by this Confirmatory Grant of the representations, warranties and covenants of Opco contained in the Original Confirmatory Grant, Opco acknowledges and agrees that any choses in action or other rights created in favor of Administrative Agent and its successors and assigns arising out of the representations and warranties of Opco contained in or delivered (including representations and warranties delivered in connection with the making of the loans or other extensions of credit thereunder) in connection with the Original Confirmatory Grant, shall survive the execution and delivery of this Confirmatory Grant in favor of Administrative Agent. All indemnification obligations of Opco pursuant to the Original Confirmatory Grant shall survive the amendment and restatement of the Original Confirmatory Grant pursuant to this Confirmatory Grant.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property in favor of Administrative Agent, as of the date first written above.

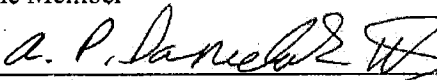
DRB SYSTEMS, LLC,
an Ohio limited liability company

By: DRB Holdings, LLC,
a Delaware limited liability company,
its Sole Member

By: 
Name: Anthony P. Danielak
Its: Manager

UNITEC, LLC,
a Maryland limited liability company

By: DRB Holdings, LLC,
a Delaware limited liability company,
its Sole Member

By: 
Name: Anthony P. Danielak
Its: Manager

Agreed and Accepted:

WINTRUST BANK

By: _____
Name: Kam S. Kniss
Its: Vice President

Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property

PATENT
REEL: 040307 FRAME: 0478

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property in favor of Administrative Agent, as of the date first written above.

DRB SYSTEMS, LLC,
an Ohio limited liability company

By: DRB Holdings, LLC,
a Delaware limited liability company,
its Sole Member

By: _____
Name: Anthony P. Danielak
Its: Manager

UNITEC, LLC,
a Maryland limited liability company

By: DRB Holdings, LLC,
a Delaware limited liability company,
its Sole Member

By: _____
Name: Anthony P. Danielak
Its: Manager

Agreed and Accepted:

WINTRUST BANK

By: _____
Name: ~~Kam S. Kniss~~
Its: Vice President

EXHIBIT A

PATENTS

Opco:

Patent No.: US 6,402,030 B1

Date of Patent: June 11, 2002

Unitec:

Patent No. US 7,045,021

Date: February 4, 2003

EXHIBIT B
TRADEMARKS

Opeco:

Trademark	Status	App No.	Filing Date	Reg. No.	Reg. Date	Next Due Date	Owner
ARM	Registered	77/246392	08/03/2007	3,565,453	01/20/2009	01/20/2019	Drb Systems, LLC
AUTOMATIC RECHARGE MODULE	Registered	77/172146	05/03/2007	3,433,475	05/20/2008	05/20/2018	Drb Systems, LLC
CARPICS	Registered	85/631911	05/22/2012	4,389,251	08/20/2013	08/20/2018	Drb Systems, LLC
CARWATCH	Registered	73/794708	04/21/1989	1,577,490	01/16/1990	01/16/2020	Drb Systems, LLC
DRB SYSTEMS	Registered	78/714636	09/16/2005	3,153,589	10/10/2006	10/10/2026	Drb Systems, LLC
FASTPASS	Registered	77/083158	01/15/2007	3,407,988	04/08/2008	04/08/2018	Drb Systems, LLC
IN-KNOW-VATION (Stylized)	Pending	86/855757	12/21/2015				Drb Systems, LLC
INDUSTRYWATCH	Registered	85/344362	06/13/2011	4,272,915	01/08/2013	01/08/2019	Drb Systems, LLC
PROFIT WATCH	Registered	74/015397	01/02/1990	1,734,433	11/24/1992	11/24/2022	Drb Systems, LLC
SITWATCH	Registered	75/395195	11/24/1997	2,274,977	08/31/1999	03/31/2019	Drb Systems, LLC
SMARTCODES	Registered	86/012809	07/17/2013	4,485,221	02/18/2014	02/28/2020	Drb Systems, LLC
SOCIAL CIRCLE	Registered	85/248347	02/22/2011	4,081,288	01/03/2012	01/03/2018	Drb Systems, LLC
STATWATCH	Registered	77/936198	02/16/2010	3,929,950	03/08/2011	03/08/2017	Drb Systems, LLC
SUCCESSWATCH	Pending	86/822953	11/17/2015				Drb Systems, LLC
TUNNELWATCH	Registered	74/117004	05/20/1990	1,665,724	11/26/1991	11/26/2021	Drb Systems, LLC

Trademark	Status	App No.	Filing Date	Reg. No.	Reg. Date	Next Due Date	Owner
WEATHER RESISTANT REVENUE ¹	Registered	77/193404	05/30/2007	3,778,483	04/20/2010	04/20/2016	Drb Systems, LLC
XPRESS CARD CLEARING	Registered	77/930216	02/08/2010	4,094,192	01/31/2012	01/31/2018	Drb Systems, LLC
XPRESS PAY TERMINAL	Registered	77/217103	06/27/2007	3,383,548	02/12/2008	02/12/2018	Drb Systems, LLC
XPT	Registered	77/226200	07/10/2007	3,452,487	06/24/2008	06/24/2018	Drb Systems, LLC

Unitec:

Trademark	Status	App No.	Filing Date	Reg. No.	Reg. Date	Next Due Date	Owner
CLEAN SENSE*	Registered	85/056254	6/7/2010	4,032,457	9/27/2011	9/27/2017	Unitec Electronics
C-START	Registered	85/759024	10/19/2012	4,486,107	2/18/2014	2/18/2019	Unitec Electronics
C-WASHPAL	Pending	87/037430	5/15/2016				Unitec Electronics
DIRECTOR	Registered	86/607373	04/23/2015	5,004,514	7/19/2016	7/19/2021	Unitec, Inc.
ENTERLINK	Registered	74/525548	05/17/1994	2,016,072	11/12/1996	11/12/2026	Unitec, Inc.
EZ TRAK	Registered	77/419786	03/12/2008	3,577,739	2/17/2009	2/17/2019	Unitec Electronics, Inc., Db a Unitec Electronics
PORTAL	Registered	75/550787	09/10/1998	2,340,178	04/11/2000	04/11/2020	Unitec Electronics
PORTAL TI+*	Pending	87/037435	05/15/2016				Unitec Electronics
REACHFREE ID	Pending	87/037410	05/15/2016				Unitec Electronics
SENTINEL	Registered	77/657982	01/28/2009	3,865,167	10/19/2010	10/19/2016	Unitec Electronics
THE CAR WASH STARTS HERE*	Pending	87/037421	05/15/2016				Unitec Electronics
UNITEC & Design*	Pending	87/037443	05/15/2016				Unitec Electronics

¹ The required Section 8 & 15 filing was not filed by the April 20, 2016 deadline. The six month grace period will expire on October 20, 2016.

Trademark	Status	App No.	Filing Date	Reg. No.	Reg. Date	Next Due Date	Owner
UNITEC ELECTRONICS	Registered	77/810646	08/22/2009	3,774,473	04/13/2010	04/13/2016	Unitec Electronics
VIP WASH COUPONS	Registered	78/370353	02/19/2004	3,007,358	10/18/2005	10/18/2025	Unitec, Inc., Db Unitec Electronics
VIP WASH PASS	Registered	78/370362	02/19/2004	3,007,359	10/18/2005	10/18/2025	Unitec, Inc., Db Unitec Electronics
WASH SELECT II	Registered	85/333198	05/29/2011	4,170,358	07/10/2012	07/10/2018	Unitec Electronics
WASHPAY	Registered	78/605577	04/10/2005	3,124,918	08/01/2006	08/01/2026	Unitec, Inc., Db Unitec Electronics

EXHIBIT C
COPYRIGHTS

Opc:

None.

Unitec:

None.