

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4146349

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ABACO SYSTEMS HOLDING CORP.	11/14/2016
ABACO SYSTEMS, INC., A DELAWARE CORPORATION	11/14/2016
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	ONE BRYANT PARK
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	7679916
Patent Number:	7462043
Patent Number:	6157651
Patent Number:	8270172
Patent Number:	8233279
Patent Number:	8498127
Patent Number:	8482929
Application Number:	13750078
Patent Number:	7312992
Patent Number:	7746081
Patent Number:	8091224
Patent Number:	8300424
Application Number:	14787552
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	614-280-3566
Email:	james.murray@wolterskluwer.com

Correspondent Name:	JAMES MURRAY
Address Line 1:	4400 EASTON COMMONS WAY, SUITE 125
Address Line 2:	CT CORPORATION
Address Line 4:	COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	JOANNE BL ARNOLD
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SIGNATURE:	/Joanne BL Arnold/
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DATE SIGNED:	11/16/2016
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Total Attachments: 10

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ABL INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This ABL INTELLECTUAL PROPERTY COLLATERAL AGREEMENT (this "*IP Collateral Agreement*") dated as of November 14, 2016, is made by Abaco Systems Holding Corp., a Delaware corporation and Abaco Systems, Inc., a Delaware corporation (the "Grantors") in favor of Bank of America, N.A., as collateral agent (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

WHEREAS, Abaco Systems Holding Corp., a Delaware corporation ("*Holdings*"), Abaco Systems, Inc., a Delaware corporation (the "*Company*") and certain Subsidiaries party thereto have entered into an ABL Credit Agreement dated as of November 14, 2016 (as amended, supplemented or otherwise modified from time to time, the "*ABL Credit Agreement*") with Bank of America, N.A., as Administrative Agent. Capitalized terms used in this IP Collateral Agreement and not otherwise defined herein have the meanings specified in the ABL Guarantee and Collateral Agreement, ABL Credit Agreement and ABL Intercreditor Agreement (as defined below), as applicable.

WHEREAS, each Grantor has executed and delivered that certain ABL Guarantee and Collateral Agreement dated as of November 14, 2016, among the Grantors and Collateral Agent, among others (as amended, supplemented or otherwise modified from time to time, the "*ABL Guarantee and Collateral Agreement*").

WHEREAS, under the terms of the ABL Guarantee and Collateral Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this IP Collateral Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties 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 "*Collateral*"):

- (a) (i) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for

letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country) and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, in each case, including those set forth in Schedule A hereto (the "*Patents*");

- (b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby and
(iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, in each case, including those set forth in Schedule B hereto (the "*Trademarks*"); and

- (c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a security interest in, any Excluded Collateral, including any intent-to-use trademark application prior to the filing with, and acceptance of, the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. § 1051 et seq.), to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or the resulting trademark registration under applicable United States federal law.

SECTION 2. [Reserved]

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Collateral Agreement.

SECTION 4. Execution in Counterparts. This IP Collateral Agreement

may be executed in counterparts (and by different parties hereto on 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 signature page to this IP Collateral Agreement by facsimile transmission or other means of electronic communication shall be as effective as delivery of a manually signed counterpart of this IP Collateral Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Collateral Agreement has been entered into in conjunction with the provisions of the ABL Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the ABL Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Collateral Agreement and the ABL Guarantee and Collateral Agreement, the terms of the ABL Guarantee and Collateral Agreement shall control.

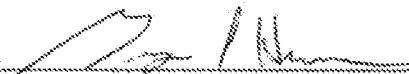
SECTION 6. Governing Law. This IP Collateral Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 7. Intercreditor Agreement Governs. Reference is made to the ABL/Term Intercreditor Agreement dated as of November 14, 2016, among the Borrower, Holdings, the Subsidiaries of Holdings identified therein, the Collateral Agent, the First Lien Collateral Agent and the Second Lien Collateral Agent (the "***ABL Intercreditor Agreement***"). Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this IP Collateral Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between any of the provisions of the ABL Intercreditor Agreement, this IP Collateral Agreement and the ABL Credit Agreement to which this IP Collateral Agreement relates regarding the priority of the lien and security interest granted to the Collateral Agent and the exercise of any right or remedy by the Collateral Agent, the following order of priorities shall apply: (a) the ABL Intercreditor Agreement, (b) the ABL Credit Agreement and (c) this IP Collateral Agreement.

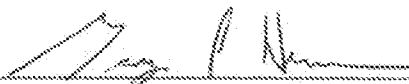
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IN WITNESS WHEREOF, the parties hereto have caused this IP Collateral Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ABACO SYSTEMS HOLDING CORP.

By: 
Name: George Hearn
Title: Executive Vice President, Chief Financial
Officer and Treasurer

ABACO SYSTEMS, INC.

By: 
Name: George Hearn
Title: Executive Vice President and Chief
Financial Officer

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____

Name: _____

Title: _____

Polly Hackett
Polly Hackett
vp

[Signature Page to Intellectual Property Collateral Agreement]

SCHEDULE A

Patents

App Number	Country	Filing Date	Patent Number	Issue Date	Application Title	Owner
11/608384	US	12/8/2006	7679916	3/16/2010	Method And System For Extracting Heat From Electrical Components	Abaco Systems, Inc.
11/611586	US	12/15/2006	7462043	12/9/2008	Electrical Connector Element	Abaco Systems, Inc.
09/063612	US	4/21/1998	6157651	12/5/2000	Rogue Data Packet Removal Method And Apparatus	Abaco Systems, Inc.
12/766608	US	4/23/2010	8270172	9/18/2012	Wedge Lock For Use With A Single Board Computer, A Single Board Computer, And Method Of Assembling A Computer System	GE Intelligent Platforms Embedded Systems, Inc.
12/939208	US	11/4/2010	8233279	7/31/2012	Wedge Lock For Use With A Single Board Computer And Method Of Assembling A Computer System	Abaco Systems, Inc.
12/879766	US	9/10/2010	8498127	7/30/2013	Thermal Interface Material For Reducing Thermal Resistance And Method Of Making The Same	Abaco Systems, Inc.
13/109253	US	5/17/2011	8482929	7/9/2013	Systems For Circuit Board Heat Transfer And Method Of Assembling Same	Abaco Systems, Inc.
13/750078	US	1/25/2013			Flexible Metallic Heat Connector	Abaco Systems, Inc.
10/999725	US	11/30/2004	7312992	12/25/2007	Apparatus and Method for Transferring Heat from Processors	Abaco Systems, Inc.
11/608410	US	12/8/2006	7746081	6/29/2010	Cable Detection Method and Apparatus	Abaco Systems, Inc.
12/246200	US	10/6/2008	8091224	1/10/2012	A Method for Coupling a Battery within an Embedded System	GE Intelligent Platforms Embedded Systems, Inc.

App Number	Country	Filing Date	Patent Number	Issue Date	Application Title	Owner
12/277430	US	11/25/2008	8300424	10/30/2012	Mounting Bracket for use with a Computer and Method of Assembling a Computer	GE Intelligent Platforms Embedded Systems, Inc.
14/787552	US	4/29/2013			Circuit Card Assembly with Thermal Energy Removal	GE Intelligent Platforms Embedded Systems Inc.

*The patent may be expired or abandoned.

Trademarks

App Number	Country	Filing Date	Registration Number	Registration Date	Trademark	Owner
76424558	US	6/24/2002	2751497	8/12/2003	CORE-1553	Abaco Systems, Inc.
78642382	US	6/2/2005	3209718	2/13/2007	FLIGHTCORE	Abaco Systems, Inc.
77136688	US	3/21/2007	3437233	5/27/2008	NETERNITY	Abaco Systems, Inc.
77144122	US	3/29/2007	3463501	7/8/2008	OPENWARE	Abaco Systems, Inc.
75015083	US	11/6/1995	2017447	11/19/1996	SBS TECHNOLOGIES	Abaco Systems, Inc.
86805212	US	10/30/2015	Pending	Pending	ABACO SYSTEMS	Abaco Systems Holding Corp.
74020479	US	1/19/1990	1661491	10/22/1991	RADSTONE	Abaco Systems, Inc.
86/464731	US	11/24/2014			ZHURE	GE Intelligent Platforms Inc.

76424558	US	6/24/2002	2751497	8/12/2003	CORE-1553	GE Intelligent Platforms Embedded Systems, Inc.
78642382	US	6/2/2005	3209718	2/13/2007	FLIGHTCORE	GE Intelligent Platforms Embedded Systems, Inc.

77136688	US	3/21/2007	3437233	5/27/2008	NETERNITY	GE Intelligent Platforms Embedded Systems, Inc.
77144122	US	3/29/2007	3463501	7/8/2008	OPENWARE	GE Intelligent Platforms Embedded Systems, Inc.
75015083	US	11/6/1995	2017447	11/19/1996	SBS TECHNOLOGIES	GE Intelligent Platforms Embedded Systems, Inc.
86805212	US	10/30/2015	Pending	Pending	ABACO SYSTEMS	Abaco Systems Holding Corp.
74020479	US	1/19/1990	1661491	10/22/1991	RADSTONE	GE Intelligent Platforms Embedded Systems, Inc.