# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4398900

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the CORRESPONDENCE INFORMATION previously recorded on Reel 041527 Frame 0116. Assignor(s) hereby confirms the SECURITY INTEREST.
RESUBMIT DOCUMENT ID:	504315237

### **CONVEYING PARTY DATA**

Name	Execution Date
SENNCO SOLUTIONS INC.	01/05/2017

### **RECEIVING PARTY DATA**

Name:	FIRST MIDWEST BANK
Street Address:	ONE PIERCE PLACE
Internal Address:	SUITE 1500
City:	ITASCA
State/Country:	ILLINOIS
Postal Code:	60143

## **PROPERTY NUMBERS Total: 32**

	Number
Patent Number:	9460594
Patent Number:	9303809
Patent Number:	9125501
Patent Number:	9019113
Patent Number:	8985541
Patent Number:	8714230
Patent Number:	D679209
Patent Number:	8395907
Patent Number:	D616778
Patent Number:	7714722
Patent Number:	7593142
Patent Number:	7592548
Patent Number:	7504944
Patent Number:	7487652
Patent Number:	7387003
Patent Number:	7223917
Patent Number:	7202786

PATENT

REEL: 042251 FRAME: 0128

Property Type	Number
Patent Number:	7202417
Patent Number:	7154039
Patent Number:	6581421
Patent Number:	9475090
Application Number:	13565397
Application Number:	14689660
Application Number:	11416152
Application Number:	11509491
Application Number:	11711939
Application Number:	11895947
Application Number:	12148882
Application Number:	14182880
Application Number:	14689727
Application Number:	14853510
Application Number:	14853666

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 6308757235

Email: Brian.Conti@firstmidwest.com

Correspondent Name: BRIAN CONTI

Address Line 1: ONE PIERCE PLACE

Address Line 2: SUITE 1500

Address Line 4: ITASCA, ILLINOIS 60143

ATTORNEY DOCKET NUMBER:	939474.164221
NAME OF SUBMITTER:	DIONA E ROGERS
SIGNATURE:	/Diona E. Rogers/
DATE SIGNED:	05/04/2017

#### **Total Attachments: 16**

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# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
SENNCO SOLUTIONS INC.	01/05/2017

### **RECEIVING PARTY DATA**

Name:	FIRST MIDWEST BANK
Street Address:	ONE PIERCE PLACE
Internal Address:	SUITE 1500
City:	ITASCA
State/Country:	ILLINOIS
Postal Code:	60143

# PROPERTY NUMBERS Total: 32

Number
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7593142

PATENT 5/4/2017 REEL: 042251 FRAME: 0131

Patent Number:	7592548
Patent Number:	7504944
Patent Number:	7487652
Patent Number:	7387003
Patent Number:	7223917
Patent Number:	7202786
Patent Number:	7202417
Patent Number:	7154039
Patent Number:	6581421
Patent Number:	9475090
Application Number:	13565397
Application Number:	14689660
Application Number:	11416152
Application Number:	11509491
Application Number:	11711939
Application Number:	11895947
Application Number:	12148882
Application Number:	14182880
Application Number:	14689727
Application Number:	14853510
Application Number:	14853666

#### **CORRESPONDENCE DATA**

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(312)580-2201

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3125805062

Email:

DROGERS@THOMPSONCOBURN.COM

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. DIONA E. ROGERS Correspondent Name:

Address Line 1: Address Line 2: 55 E. MONROE 37TH FLOOR

Address Line 4:

CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	939474.164221
NAME OF SUBMITTER:	DIONA E. ROGERS

	/Diona E. Rogers/			
Date:	03/09/2017			
	This document serves as an Oath/Declaration (37 CFR 1.63).			
Total Attachments: 13 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif source=IP Security Agreement#page10.tif source=IP Security Agreement#page11.tif source=IP Security Agreement#page12.tif source=IP Security Agreement#page12.tif source=IP Security Agreement#page13.tif				
RECEIPT INFORMATION				
EPAS ID: Receipt Date:	PAT4311351 03/09/2017			

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of March 9, 2017, but effective as of January 5, 2017, by and between First Midwest Bank ("Lender"), and Sennco Solutions Inc., an Illinois corporation ("Borrower").

#### WITNESSETH:

WHEREAS, prior hereto, Lender provided certain extensions of credit, loans and other financial accommodations to Borrower pursuant to (a) that certain Business Loan Agreement (Asset Based) dated as of June 3, 2009, by and between Borrower and Lender (as amended, restated or renewed from time to time, the "Business Loan Agreement") (b) that certain Commercial Security Agreement dated as of June 3, 2009, by and between Borrower and Lender (as amended, restated or renewed from time to time, the "Security Agreement"), and (c) the other documents, agreements and instruments referenced in any of the foregoing or otherwise executed and delivered by Borrower to Lender (the "Other Agreements"; the Other Agreements, together with the Business Loan Agreement and the Security Agreement are collectively the "Loan Documents").

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrower pursuant to that certain that certain Second Limited Forbearance Agreement and Modification to Loan Documents of even date herewith by and between Lender, Borrower and the other affiliated parties thereto (as may be amended, restated or renewed from time to time, the "Forbearance Agreement"); and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrower, provided, among other things, Borrower executes and delivers this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrower and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower covenants unto and agrees with Lender as follows:

- 1. <u>Incorporation of the Business Loan Agreement</u>. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Business Loan Agreement.
- 2. <u>Collateral Assignment of Intellectual Property</u>. To secure the full and timely payment and performance of the of all now existing and hereafter arising covenants, liabilities, and other obligations of Borrower to Lender of every kind or nature, contingent or otherwise (collectively the "Liabilities"), Borrower hereby grants and conveys to Lender a first position priority security interest and lien in and to all of Borrower's right, title and interest in and to all

of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):

- A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");
- B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");
- C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages 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, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");
- D. license agreements for Trademarks, Patents and Copyrights, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D", and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Business Loan Agreement now or hereafter owned by Borrower and now or hereafter covered by such licenses (collectively the "Licenses"); and
- E. the goodwill of Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Borrower acknowledges and agrees that upon the occurrence of an Event of Default, and upon the election by Lender in its sole discretion, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Borrower covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interests and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

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### 3. Restrictions on Future Agreements.

- A. Borrower agrees that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with Borrower's obligations under this Agreement. Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.
- B. Borrower hereby represents and warrants to Lender that Borrower has not granted any license to any Person other than Lender in connection with any of the Intellectual Property Collateral. Borrower hereby covenants unto Lender that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower shall not grant any license to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent.
- 4. New Trademarks, Patents, Copyrights and Licenses. Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by Borrower. If, prior to payment of the Liabilities in full, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto and Borrower shall provide Lender with immediate notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending Exhibits "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.
- 5. Royalties; Terms. Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrower. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Liabilities in full and the termination of the Loan Documents.
- 6. <u>Lender's Right to Inspect</u>. Lender shall have the right to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. Upon an Event of Default, Borrower agrees that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks, Patents, Copyrights or Licenses. Borrower agrees (i) not to sell

or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses, other than in the ordinary course of Borrower's business upon arm's length terms; (ii) to maintain the quality of any and all products and materials produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products or materials in any way without Lender's prior written consent.

- 7. Nature and Termination of Lender's Security Interest. This Agreement is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrower's right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.
- 8. <u>Duties of Borrower</u>. Borrower shall have the duty (i) to prosecute diligently any material trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Liabilities shall have been paid in full, (ii) to make applications for material trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all material Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any material Intellectual Property Collateral, without the consent of Lender.
- 9. <u>Lender's Right to Sue</u>. Upon an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.
- 10. <u>Waivers</u>. Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement and no Event of Default by Borrower shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrower specifying such suspension or waiver.
- 11. <u>Severability</u>. 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.

- 12. <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.
- 13. Cumulative Remedies; Power of Attorney; Effect on Business Loan Agreement. All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Borrower's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any nonexclusive license under the Intellectual Property Collateral, to any person or entity. Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and all financing arrangements between Borrower and Lender have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.
- 14. <u>Binding Effect; Benefits</u>. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.
- 15. <u>Notice</u>. Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Business Loan Agreement and shall be effective as set forth in the Business Loan Agreement.
- 16. <u>Governing Law</u>. This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

[signature page follows]

## **ACCEPTANCE**

The undersigned. First Midwest Bank accepts the foregoing collateral assignment of Intellectual Property.

FIRST MIDWEST BANK

Name:

Ivanii Iaa

[Acceptance Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, Borrower's duly authorized officers have executed this Agreement as of the date first set forth above.

SENNCO SOLUTIONS INC., an Illinois corporation

By:

Name: Christopher A. Marszalek

Title: President

# SCHEDULE A

# **Trademarks and Trademark Registrations**

None.

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# **SCHEDULE B**

# Patents and Patent Registrations

<u>Grantor</u>	<u>Patent</u>	Country	Registration No./Application No.	Registration Date
Sennco Solutions Inc.	Apparatus, system and method for positioning a cable with a sensor by a rotatable cable assembly	US	9,460,594	October 4, 2016
Sennco Solutions Inc.	Apparatus, system and method for securing, attaching and/or detaching a device to a fixture	US	9,303,809	April 5, 2016
Sennco Solutions Inc.	Fixed display pedestal, system and/or method for securing an article	US	9,125,501	September 8, 2015
Sennco Solutions Inc.	Circuit, system and/or method for detecting an electrical connection between an electrical device and a power supply	US	9,019,113	April 28, 2015
Sennco Solutions Inc.	Cable roller, system and/or method for extending and/or retracting a coiled cable	US	8,985,541	March 24, 2015
Sennco Solutions Inc.	Fabric security barrier, system and/or method for impeding entry into a space	US	8,714,230	May 6, 2014
Sennco Solutions Inc.	Retail security and display device	US	D679,209	April 2, 2013
Sennco Solutions Inc.	Multi-sensor alarm apparatus, system and/or	US	8,395,907	March 12, 2013

Grantor	Patent	Country	Registration No./Application No.	Registration Date
	method for securing articles			
Sennco Solutions Inc.	Security alarm for articles on display	US	D616,778	June 1, 2010
Sennco Solutions Inc.	Apparatus, a system and a method for securing and/or for displaying a device on a fixture	US	7,714,722	May 11, 2010
Sennco Solutions Inc.	Apparatus, a system and a method for detecting a security of a device with an optical sensor	US	7,593,142	September 22, 2009
Sennco Solutions Inc.	Security cable, a method for making the same and a method for securing an electronic device	US	7,592,548	September 22, 2009
Sennco Solutions Inc.	Apparatus, system and method for securing a device	US	7,504,944	March 17, 2009
Sennco Solutions Inc.	Bracket, system and method for securing a device to a fixture	US	7,487,652	February 10, 2009
Sennco Solutions Inc.	Apparatus, a system and a method for securing a device to a fixture	US	7,387,003	June 17, 2008
Sennco Solutions Inc.	Connector, system and method for connecting cables	US	7,223,917	May 29, 2007
Sennco Solutions Inc.	Apparatus, a system and a	US	7,202,786	April 10, 2007

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<u>Grantor</u>	<u>Patent</u>	Country	Registration No./Application No.	Registration Date
	method for securing and/or for monitoring a device			
Sennco Solutions Inc.	Security cable, a method for making the same and a method for securing an electronic device	US	7,202,417	April 10, 2007
Sennco Solutions Inc.	System and method for securing and/or for aligning a device	US	7,154,039	December 26, 2006
Sennco Solutions Inc.	Security System	US	6,581,421	June 24, 2003
Sennco Solutions Inc.	System and method for providing a reflective coating inside a tire	US	9,475,090	October 25, 2016
Sennco Solutions Inc.	Abstract	US	13565397	
Sennco Solutions Inc.	Abstract	US	14689660	
Sennco Solutions Inc.	Abstract	US	11416152	
Sennco Solutions Inc.	Abstract	US	11509491	
Sennco Solutions Inc.	Abstract	US	11711939	
Sennco Solutions Inc.	Abstract	US	11895947	
Sennco Solutions Inc.	Abstract	US	12148882	
Sennco Solutions Inc.	Abstract	US	14182880	
Sennco Solutions Inc.	Abstract	US	14689727	
Sennco Solutions Inc.	Abstract	US	14853510	
Sennco Solutions Inc.	Abstract	US	14853666	

# SCHEDULE C

# **Copyrights and Copyright Applications**

None.

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# SCHEDULE D

# **License Agreements**

None.

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