

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4864230

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ROYSTON LLC	03/09/2018
RECEIVING PARTY DATA		
Name:	COMERICA BANK, AS AGENT	
Street Address:	39200 SIX MILE ROAD	
Internal Address:	MC 7578	
City:	LIVONIA	
State/Country:	MICHIGAN	
Postal Code:	48152	
PROPERTY NUMBERS Total: 11		
Property Type	Number	
Application Number:	15588145	
Application Number:	14760104	
Patent Number:	D686011	
Patent Number:	6564952	
Patent Number:	9138080	
Patent Number:	6668979	
Patent Number:	6871748	
Patent Number:	7967112	
Patent Number:	6705433	
Patent Number:	D670930	
Patent Number:	D621633	
CORRESPONDENCE DATA		
Fax Number:	(734)930-2494	
<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:	7349302488	
Email:	ipfilings@bodmanlaw.com	
Correspondent Name:	SUSAN M. KORNFIELD - BODMAN PLC	
Address Line 1:	201 SOUTH DIVISION, SUITE 400	
Address Line 4:	ANN ARBOR, MICHIGAN 48104	

PATENT

NAME OF SUBMITTER:	SUSAN M. KORNFIELD
SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	03/13/2018
Total Attachments: 6 source=Royston -- executed Patent Security Agreement#page1.tif source=Royston -- executed Patent Security Agreement#page2.tif source=Royston -- executed Patent Security Agreement#page3.tif source=Royston -- executed Patent Security Agreement#page4.tif source=Royston -- executed Patent Security Agreement#page5.tif source=Royston -- executed Patent Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Patent)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENT) (this "Agreement"), dated as of March 9, 2018 between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Royston Holdings, Inc., a Delaware corporation ("Holdings"), Royston LLC, a Georgia limited liability company (the "Target"; the "Borrowers" mean (i) Holdings, prior to the consummation of the Royston Acquisition (as defined in the Credit Agreement) and (ii) Holdings and the Target after consummation of the Royston Acquisition, the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Pledge and Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"; and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security

interest in, all of the following property of such Debtor (the “Patent Collateral”), whether now owned or hereafter acquired or existing:

(a) all Licenses with any other Person in connection with any of the Patents or such other Person’s patents, whether a Debtor is a licensor or a licensee under any such License, including, without limitation, the Licenses listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such Licenses, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such Licenses;

(b) all Patents, including, without limitation, all Patents identified on Schedule 1.1 attached hereto and made a part hereof;

(c) all reissues, divisions, continuations, continuations in part, extensions, renewals, improvements and re-examinations of any of the items described in clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement of any Patents, or Licenses, including any Patents or Licenses referred to in Schedule 1.1 and all rights corresponding thereto throughout the world referred to in Schedule 1.1 attached hereto, or for breach or enforcement of any License.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Patent Collateral: (a) if the sale or other disposition of such Patent Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Patent Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10 of the Credit Agreement.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.


SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Michigan.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


DEBTOR:

ROYSTON LLC

By: 
Name: J. Kyle Hood
Title: Vice President

SECURED PARTY:

COMERICA BANK, as Agent

By:  _____

Name: Ron M. Ruks

Title: Vice President

Signature page to Patent Security Agreement
(15310090)

PATENT
REEL: 045191 FRAME: 0662

SCHEDULE 1.1**PATENT COLLATERAL**

TITLE	APP. NO. / FILING DATE	PATENT NO. / ISSUE DATE	RECORD OWNER
Check-out Stand with Telescoping Take-away Conveyor	15/588,145 May 5, 2017		Royston LLC
Modular Multi- Component Checkout Stand	14/760,104 July 9, 2015		Royston LLC
Checkout Stand	29/427,336 July 17, 2012	D686011 July 16, 2013	Royston LLC
Merchandising Display	09/989,478 November 19, 2001	6,564,952 May 20, 2003	Royston LLC
Rotatable Turret Assembly for Checkout Stand	14/283,272 May 21, 2014	9,138,080 September 22, 2015	Royston LLC
Extension/Retraction Mechanism for Checkstand with Telescoping Take-away Conveyor	10/023,589 December 27, 2001	6,668,979 December 30, 2003	Royston LLC
Merchandising Display	10/441,707 May 20, 2003	6,871,748 March 29, 2005	Royston LLC
Check Stand with a Two Belted Input and a Slidable Scanner	11/949,160 December 3, 2007	7,967,112 June 28, 2011	Royston LLC
Modular Conveyor for Checkstand	10/053,481 January 15, 2002	6,705,433 March 16, 2004	Royston LLC
Checkout Stand	29/387,306 March 11, 2011	D670930 November 20, 2012	Royston LLC
Check Stand	29/351,601 December 8, 2009	D621633 August 17, 2010	Royston LLC