

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5726630

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF TRANSFER OF SECURITY INTEREST IN PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
ZEBRA TECHNOLOGIES CORPORATION	09/10/2019
RECEIVING PARTY DATA	
Name:	JP MORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	CIB DMO WLO, MAIL CODE NY1-C413, 4CMC
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11245-0001
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	9795213
Application Number:	15712331
Patent Number:	9535457
Patent Number:	9429994
Patent Number:	8699220
Patent Number:	9383788
Patent Number:	8941981
Patent Number:	8873233
Patent Number:	8699216
Patent Number:	8373980
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	1130808 XTC

PATENT

NAME OF SUBMITTER:	THERESA VOLANO
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	09/18/2019
Total Attachments: 5 source=XTC - Patent - Notice of Transfer of Security Interest - Filing#page2.tif source=XTC - Patent - Notice of Transfer of Security Interest - Filing#page3.tif source=XTC - Patent - Notice of Transfer of Security Interest - Filing#page4.tif source=XTC - Patent - Notice of Transfer of Security Interest - Filing#page5.tif source=XTC - Patent - Notice of Transfer of Security Interest - Filing#page6.tif	

NOTICE OF TRANSFER OF SECURITY INTEREST IN PATENTS

September 10, 2019

WHEREAS, Xplore Technologies Corp., a Delaware corporation (“**XTC**”), and Zebra Technologies Corporation, a Delaware corporation (“**ZTC**”), are party to a Security Agreement dated as of October 27, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among XTC and ZTC, the other Grantors party thereto and JPMorgan Chase Bank, N.A., as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), pursuant to which XTC granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Patent Collateral (as defined below);

WHEREAS, in connection with the Security Agreement, XTC entered into and executed a Patent Security Agreement dated as of October 11, 2018, by and among XTC and the Collateral Agent which was recorded with the United States Patent and Trademark Office (the “**USPTO**”) on October 12, 2018 at Reel/Frame No. 047148/0461 (the “**Patent Security Agreement**”);

WHEREAS, XTC merged with and into ZTC, effective as of May 20, 2019 (the “**Merger**”), via a Certificate of Ownership recorded with the USPTO at the Reel/Frame Numbers set forth on Schedule A, pursuant to which ownership of the Patent Collateral passed from XTC to ZTC; and

WHEREAS, ZTC and the Collateral Agent (each, a “**Party**,” and collectively, the “**Parties**”) wish to acknowledge that, by virtue of the Merger and transfer of ownership of the Patent Collateral from XTC to ZTC, the security interest granted to the Collateral Agent (for the benefit of the Secured Parties) in such Patent Collateral by the Security Agreement and the Patent Security Agreement is still in effect.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement and the Patent Security Agreement, ZTC hereby acknowledges the existence of an ongoing security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in all of ZTC’s right, title and interest in and to the following property, in each case that was formerly owned by XTC and was transferred to ZTC pursuant to the Merger (collectively, the “**Patent Collateral**”), other than Excluded Property:

- (i) all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof and rights, title and interests in patents and patent applications under any domestic law (including, without limitation, the patents and patent applications set forth on Schedule A annexed

hereto);

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral; and

(iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

ZTC does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Notice of Transfer of Security Interest in Patents (this “**Agreement**”) is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, each Party has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ZEBRA TECHNOLOGIES
CORPORATION**

By: 
Name: Michael Cho
Title: Senior Vice President,
Corporate Development

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as the Collateral Agent

By: _____
Name:
Title:

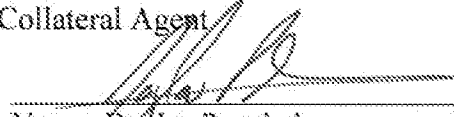
[Signature Page to Patent Transfer Notice - XTC]

PATENT
REEL: 050427 FRAME: 0262

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as the Collateral Agent

By:


Name: Douglas Panchal
Title: Executive Director

[Signature Page to Patent Transfer Notice - XTC]

PATENT
REEL: 050427 FRAME: 0263

SCHEDULE A
to
NOTICE OF TRANSFER OF SECURITY INTEREST IN PATENTS

PATENTS AND PATENT APPLICATIONS

Title	Application No./ Filing Date	Patent No./ Issue Date	Reel/Frame
Detachable easel with keyboard tray and wireless pairing protocol	14/667061 24-Mar-2015	9795213 24-Oct-2017	049692/0755
Wireless Keyboard Module, Portable Electronic Device And Methods For Charging And Pairing A Wireless Keyboard Module To A Portable Electronic Device	15/712331 22-Sep-2017	—	049692/0763
Docking station with improved latching mechanism	14/667149 24-Mar-2015	9535457 03-Jan-2017	049714/0624
Portable electronic device to a docking station with improved docking and retention features	14/667107 24-Mar-2015	9429994 30-Aug-2016	049714/0586
Computer with removable cartridge	12/969191 15-Dec-2010	8699220 15-Apr-2014	049692/0788
Computer with high intensity screen	14/605682 26-Jan-2015	9383788 05-Jul-2016	049692/0527
Computer with high intensity screen	12/969172 15-Dec-2010	8941981 27-Jan-2015	049692/0780
Vehicle dock for ruggedized tablet	13/284506 28-Oct-2011	8873233 28-Oct-2014	049702/0919
Computer with door-mounted electronics	12/969159 15-Dec-2010	8699216 15-Apr-2014	049692/0776
System for mounting a display to a computer	13/039054 02-Mar-2011	8373980 12-Feb-2013	049692/0799