

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Peak Technologies, Inc.		10/31/2011	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company, as Administrative Agent
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3319852	PEAK TECHNOLOGIES
Registration Number:	1749924	PEAK
Registration Number:	2593103	PEAK PERFORMANCE
Registration Number:	2473666	TELPAR
Registration Number:	2970485	IMPROVING THE FLOW OF BUSINESS
Registration Number:	3371127	EPOD
Registration Number:	2967146	PEAK INTELLIFIELD

CORRESPONDENCE DATA

Fax Number: (312)609-5005
 Phone: (312) 609-7838
 Email: podonoghue@vedderprice.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
 Address Line 1: 222 North LaSalle Street
 Address Line 2: Suite 2500

900206057

**TRADEMARK
 REEL: 004652 FRAME: 0742**

CH \$190.00 3319852

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40180.00.0046-D.MANGAN
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	11/01/2011

Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of October, 2011 by (i) Peak Technologies Holdings, Inc., a Delaware corporation ("PEAK Holdings"), and (ii) immediately following the consummation of the Related Transaction, Summit Holding One Corporation, a Delaware corporation ("Summit"), and Peak Technologies, Inc., an Illinois corporation ("PEAK"; and together with PEAK Holdings and Summit, individually and collectively, the "Grantors") in favor of The PrivateBank and Trust Company, as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Grantors and/or their affiliates have entered into a certain Credit Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantors by the Lenders; and

WHEREAS, each Grantor has entered into a certain Guaranty and Collateral Agreement dated as of even date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which each Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by each Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty and Collateral 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 Guaranty and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created,

acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as “Collateral” pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by such Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which such Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.


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(Signature Page to Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

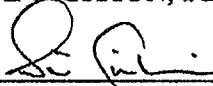
GRANTORS:

PEAK TECHNOLOGIES HOLDINGS, INC., a Delaware corporation

By: 

Scott Gwilliam
Vice President


SUMMIT HOLDING ONE CORPORATION, a Delaware corporation

By: 

Scott Gwilliam
Vice President

intending and confirming by this signature to join this Agreement as "Grantor" immediately upon the consummation of the Related Transaction

PEAK TECHNOLOGIES, INC., an Illinois corporation

By: 

Scott Gwilliam
Vice President

intending and confirming by this signature to join this Agreement as "Grantor" immediately upon the consummation of the Related Transaction

(Signature Page to Patent and Trademark Security Agreement)

Acknowledged:



**THE PRIVATEBANK AND TRUST
COMPANY, as Administrative Agent**

By: *Jennifer Lefere*
Jennifer Lefere
Associate Managing Director

SCHEDULE 1


TRADEMARKS AND TRADEMARK APPLICATIONS

U.S. TRADEMARKS



Grantor	Trademark	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Peak Technologies, Inc.	PEAK TECHNOLOGIES	78/596056	78/596056	3319852	3/28/2005	10/23/2007
Peak Technologies, Inc.		74/236812	74/236812	1749924	1/10/1992	2/2/1993
Peak Technologies, Inc.	PEAK PERFORMANCE	78/071722	78/071722	2593103	6/29/2001	7/9/2002
Peak Technologies, Inc.	TELPAR	76/102891	76/102891	2473666	8/4/2000	7/31/2001
Peak Technologies, Inc.	IMPROVING THE FLOW OF BUSINESS	78/422752	78/422752	2970485	5/21/2004	7/19/2005
Peak Technologies, Inc.		76-3711875	76-3711875	3371127	02/15/2002	01/22/2008
Peak Technologies, Inc.	PEAK INTELLIFIELD	78/433269	78/433269	2967146	06/10/2004	07/12/2005

COMMUNITY TRADEMARKS


Grantor	Trademark	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Peak Technologies, Inc.	TRACKMASTER	000460444	000460444	000460444	6/10/1999	7/2/1997

Peak Technologies, Inc.		001322353	001322353	001322353	9/24/1999	3/26/2001
Peak Technologies, Inc.	PEAK TECHNOLOGIES	001831791	001831791	001831791	8/30/2000	5/21/2003

CANADIAN TRADEMARKS

Grantor	Trademark	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Peak Technologies, Inc.		852861	852861	539740	8/6/1997	1/16/2001
Peak Technologies, Inc.		852912	852912	549718	8/6/1997	8/10/2001
Peak Technologies, Inc.	TRACKMASTER	852913	852913	514428	8/6/1997	8/13/1999
Peak Technologies, Inc.	WIRELESS WAREHOUSE	852916	852916	531399	8/6/1997	8/17/2000

MEXICAN TRADEMARK

Owner	Trademark	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Peak Technologies, Inc.		337333	337333	584884	06/25/1998	08/24/1998

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

Grantor	Title	Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application
Peak Technologies, Inc.	Kiosk Printer	5921686	08784758	7/13/1999	1/16/1997
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