

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sensory Technologies, LLC		09/30/2014	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	First Merchants Bank, National Association		
Street Address:	10333 North Meridian St.		
Internal Address:	Suite 350		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	National Association: INDIANA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85837546	FOCUS	
Registration Number:	3314652	SENSORYTECHNOLOGIES	
Registration Number:	3282956	SENSORY TECHNOLOGIES	
Registration Number:	3784063	MEETING ON THE MOVE	
Registration Number:	3690501	REFRESH	
Registration Number:	3622883	JOIN	
CORRESPONDENCE DATA			
Fax Number:	3176361507		
<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:	3172386248		
Email:	ipdocketing@kdlegal.com		
Correspondent Name:	Alastair J. Warr		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 2800		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	FMEB.00215		
NAME OF SUBMITTER:	Alastair J. Warr		

OP \$165.00 85837546

SIGNATURE:	/Alastair J. Warr/
DATE SIGNED:	10/01/2014
Total Attachments: 4 source=Trademark Security Agreement (First Merchants Bank - Sensory Technologies) 9 30 14#page1.tif source=Trademark Security Agreement (First Merchants Bank - Sensory Technologies) 9 30 14#page2.tif source=Trademark Security Agreement (First Merchants Bank - Sensory Technologies) 9 30 14#page3.tif source=Trademark Security Agreement (First Merchants Bank - Sensory Technologies) 9 30 14#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of September 30, 2014, by **SENSORY TECHNOLOGIES, LLC**, an Indiana limited liability company with a mailing address of 6951 Corporate Circle, Indianapolis, Indiana 46278 (the "Grantor"), in favor of **FIRST MERCHANTS BANK, NATIONAL ASSOCIATION**, a national banking association with a mailing address of 10333 North Meridian Street, Suite 350, Indianapolis, Indiana 46290, and its successors and assigns (the "Bank").

RECITALS

A. Grantor has entered into a Credit Agreement dated as of even date (as amended and in effect from time to time, the "Credit Agreement") with the Bank, pursuant to which the Bank, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit to the Grantor.

B. Grantor has entered into a Security Agreement dated as of the date hereof (such Security Agreement, as such document is amended, restated, supplemented or otherwise modified from time to time, collectively the "Collateral Agreement") with Bank pursuant to which certain obligations of Grantor owed to Bank are secured.

E. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, 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;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any 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 listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer or other representative thereunto as of the date first set forth above.

SENSORY TECHNOLOGIES, LLC

By: *Anne E. Sellers*
Anne E. Sellers, Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

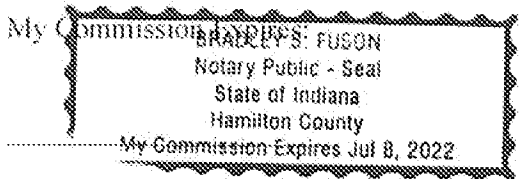
Before me, a Notary Public in and for said County and State, personally appeared Anne E. Sellers, the Manager of Sensory Technologies, LLC, an Indiana limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing Trademark Security Agreement for and on behalf of such entity as such officer or other representative and stated that all representations therein contained are true.

WITNESS my hand and Notarial Seal this 3rd day of September, 2014.

Bradley S. Fuson
Notary Public

Notary Public (Printed)

My County of Residence: _____



IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Indiana, at Indianapolis, this 15th day of August, 1932.

W. W. RIFE, Governor



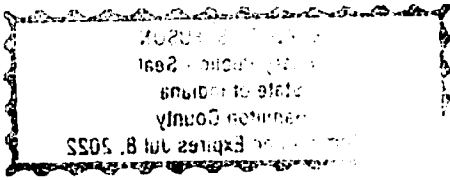
1932

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Indiana, at Indianapolis, this 15th day of August, 1932.

W. W. RIFE, Governor



W. W. RIFE, Governor



SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Serial #	Registration #	Mark	Owner
85837546		FOCUS	SENSORY TECHNOLOGIES, LLC
	3314652	SENSORYTECHNOLOGIES	SENSORY TECHNOLOGIES, LLC
	3282956	SENSORY TECHNOLOGIES	SENSORY TECHNOLOGIES, LLC
	3784063	MEETING ON THE MOVE	SENSORY TECHNOLOGIES, LLC
	3690501	REFRESH	SENSORY TECHNOLOGIES, LLC
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