

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3005342	ICON	
Registration Number:	3117816	ICON CARE	
Registration Number:	2521975	ICON IDENTITY SOLUTIONS	
Registration Number:	2498099	ICON IDENTITY SOLUTIONS	
Registration Number:	3056082	ICON ONLINE	
Registration Number:	3054230	ILLUMINATING YOUR IMAGE	
Registration Number:	3050198	IMAGECARE	
Registration Number:	3050197	IMS	
Registration Number:	3050196	IMS	
Registration Number:	2792514	YOUR BRAND. ACCORDING TO PLAN.	
Serial Number:	77031011	ITE IDENTITY TRANSACTION ENVIRONMENTS	
Serial Number:	77031006	ITE IDENTITY TRANSACTION ENVIRONMENTS	
Registration Number:	3467364	THE ICON COMPANIES	
Registration Number:	3467357	THE ICON COMPANIES	
Registration Number:	3467356	THE ICON COMPANIES	
Registration Number:	3533375	THE ICON COMPANIES	
Registration Number:	3467355	THE ICON COMPANIES	
Registration Number:	3552916	THE ICON COMPANIES	

OP \$465.00 3005342

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Andrea Gniadek, Project Assistant

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Andrea Gniadek
---------------------------	----------------

SIGNATURE:	/Michael Barys/
-------------------	-----------------

DATE SIGNED:	08/28/2015
---------------------	------------

Total Attachments: 9

source=Scan_Andrea H. Gniadek_11_19_28-08-2015#page1.tif

source=Scan_Andrea H. Gniadek_11_19_28-08-2015#page2.tif

source=Scan_Andrea H. Gniadek_11_19_28-08-2015#page3.tif

source=Scan_Andrea H. Gniadek_11_19_28-08-2015#page4.tif

source=Scan_Andrea H. Gniadek_11_19_28-08-2015#page5.tif

source=Scan_Andrea H. Gniadek_11_19_28-08-2015#page6.tif

source=Scan_Andrea H. Gniadek_11_19_28-08-2015#page7.tif

source=Scan_Andrea H. Gniadek_11_19_28-08-2015#page8.tif

source=Scan_Andrea H. Gniadek_11_19_28-08-2015#page9.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Assignment"), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, "GECC"), acting in its capacity as the current and resigning administrative agent (in such capacity, the "Retiring Agent") and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, "Antares"), acting in its capacity as the successor administrative agent (in such capacity, the "Successor Agent").

RECITALS:

WHEREAS, Icon Identity Solutions, Inc., ImageCare Maintenance Services, LLC, Icon Acquisition Inc., Icon Identity Solutions Inc. (PA) and Acme-Wiley Holdings, Inc., each as "Grantor", and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Agreements") covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.


This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

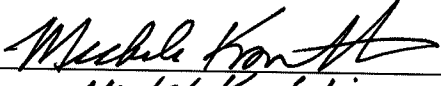
RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 
Name: Michele Kovatchis
Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: 
Name: Michele Kovatchis
Title: Duly Authorized Signatory

[Signature Page to Assignment of Intellectual Property Security Agreement]

STATE OF Illinois)
)
COUNTY OF COOK)

On _____, 2015 before me, Therese A. Marus, a Notary Public, personally appeared Michele Kovatcha, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Before me Therese A. Marus
Notary Public
Print/Type Name: Therese A. Marus
My commission expires: March 14, 2017

(Seal)

[Notary Page to Assignment of Intellectual Property Security Agreement]

TRADEMARK
REEL: 005611 FRAME: 0353

EXHIBIT A

IP SECURITY AGREEMENTS




Trademark Security Agreement dated as of July 31, 2007 (Grantors: Icon Acquisition, Inc.; Icon Identity Solutions, Inc. (IL Corp.); Icon Identity Solutions, Inc. (PA Corp) and Acme-Wiley Holdings, Inc.) and filed with the United States Patent and Trademark Office on August 1, 2007 at Reel 003592, Frame 0710.


Trademark Security Agreement dated as of February 12, 2008 (Grantor: ImageCare Maintenance Services, LLC) and filed with the United States Patent and Trademark Office on April 3, 2008 at Reel 003751, Frame 0698.

Trademark Security Agreement dated as of November 30, 2010 (Grantor: Icon Identity Solutions, Inc. (IL Corp.) and filed with the United States Patent and Trademark Office on April 7, 2011 at Reel 004517, Frame 0606.

EXHIBIT B

1. REGISTERED TRADEMARKS

Trademark	Owner	Brief Goods/Services	SN/RN	Status/Date
ICON and Design 	Icon Identity Solutions	(Int'l Class: 35) Business consulting services, namely managing facility branding programs for others in the nature of interior and exterior signage; (Int'l Class: 37) Installation and maintenance of interior and exterior signage; (Int'l Class: 40) Custom manufacture of interior and exterior signage; (Int'l Class: 42) Custom design of interior and exterior signage	3,005,342	Registered: Oct. 11, 2005
ICON CARE	Icon Identity Solutions	(Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,117,816	Registered: July 18, 2006
ICON IDENTITY SOLUTIONS	Icon Identity Solutions, Inc.	(Int'l Class: 37) Installation of interior and exterior sign systems; (Int'l Class: 40) Fabrication of interior and exterior sign systems to the order and specification of others; (Int'l Class: 42) Custom design of interior and exterior sign systems for others	2,521,975	Registered: Dec. 25, 2001 Disclaimer: "IDENTITY SOLUTION S"
ICON IDENTITY SOLUTIONS and Design 	Icon Identity Solutions, Inc.	(Int'l Class: 37) Installation of interior and exterior sign systems; (Int'l Class: 40) Fabrication of interior and exterior sign systems to the order and specification of others; (Int'l Class: 42) Custom design of interior and exterior sign systems for others	2,498,099	Registered: Oct. 16, 2001 Disclaimer: "IDENTITY SOLUTION S"
ICON ONLINE	Icon Identity Solutions	(Int'l Class: 40) Custom manufacture of interior and exterior signage; (Int'l Class: 42) Custom design of interior and exterior signage; (Int'l Class: 35) Business consulting services, namely managing branding programs for others; (Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,056,082	Registered: Jan. 31, 2006 Disclaimer: "ONLINE"
ILLUMINATING YOUR IMAGE	Icon Identity Solutions	(Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,054,230	Registered: Jan. 31, 2006
IMAGECARE	Icon Identity Solutions	(Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,050,198	Registered: Jan. 24, 2006
IMS	Icon Identity Solutions	(Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,050,197	Registered: Jan. 24, 2006
IMS and Design 	Icon Identity Solutions	(Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,050,196	Registered: Jan. 24, 2006

Trademark	Owner	Brief Goods/Services	SN/RN	Status/Date
YOUR BRAND. ACCORDING TO PLAN.	Icon Identity Solutions, Inc.	(Int'l Class: 35) Advertising services, namely, creating corporate and brand identity for others; (Int'l Class: 37) Installation and maintenance of interior and exterior signage; (Int'l Class: 40) Custom manufacture of interior and exterior signage; (Int'l Class: 42) Custom design for others of interior and exterior signage	2,792,514	Registered: Dec. 9, 2003
ITE IDENTITY TRANSACTION ENVIRONMENTS	Icon Identity Solutions, Inc.	(Int'l Class: 35) Design, manufacturing and related field services for others on atm kiosks, enclosures and buildings	77/031,011	Pending - Non-Final Action Mailed: March 23, 2007
ITE IDENTITY TRANSACTION ENVIRONMENTS and Design 	Icon Identity Solutions, Inc.	(Int'l Class: 35) Design, manufacturing and related field services for others on atm kiosks, enclosures and buildings	77/031,006	Pending - Non-Final Action Mailed: March 23, 2007

2. COMMON LAW TRADEMARKS:


- i. EAST COAST SIGN
- ii. ACME-WILEY
- iii. ICON IDENTITY SOLUTIONS
- iv. YOUR BRAND. ACCORDING TO PLAN.
- v. ICON ONLINE
- vi. IMS
- vii. IMAGECARE
- viii. ILLUMINATING YOUR IMAGE

3. DOMAIN NAMES:

Domain Name	Registrant	Registrar	Exp Date
Iconid.net	Icon Identity Solutions	Network Solutions	1/4/09
Ecsigns.com	East Coast Sign Advertising	Network Solutions	8/3/10

TRADEMARKS

Federal:

Trademark	Owner	Brief Goods/Services	SN/RN	Status/Date
IMAGECARE	ImageCare Maintenance Services, LLC	(Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,050,198	Registered: Jan. 24, 2006
IMS	ImageCare Maintenance Services, LLC	(Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,050,197	Registered: Jan. 24, 2006
 ims design	ImageCare Maintenance Services, LLC	(Int'l Class: 37) Installation and maintenance of interior and exterior signage	3,050,196	Registered: Jan. 24, 2006

DOMAIN NAMES

Domain Name	Registrant	Registrar	Exp Date
www.imagecare-usa.com	Icon Identity Solutions	[Network Solutions]	[1/4/09]

TRADE NAMES

ImageCare Maintenance Services

TRADEMARK REGISTRATIONS:

SERIAL NUMBER	REGISTRATION NUMBER	WORD MARK
77338219	3467364	The Icon Companies
77338175	3467357	The Icon Companies
77338173	3467356	The Icon Companies
77338172	3533375	The Icon Companies
77338170	3467355	The Icon Companies
77338168	3552916	The Icon Companies

Patents - None

Copyrights - None