

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 W. Monroe Street		
Internal Address:	17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4249488	MAXCESS	
Registration Number:	4241527	MAXCESS	
Registration Number:	2391863	MAXCESS INTERNATIONAL	
Registration Number:	1245043	ADJUSTA-GUIDE	
Registration Number:	645294		
Registration Number:	1619429	SPREAD MASTER	
Registration Number:	665958		
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	772438-20A		
NAME OF SUBMITTER:	Jean Paterson		

CH \$190.00 4249488

SIGNATURE:	/jep/
DATE SIGNED:	09/03/2015
Total Attachments: 5 source=20A GE-Antares Capital-TM#page2.tif source=20A GE-Antares Capital-TM#page3.tif source=20A GE-Antares Capital-TM#page4.tif source=20A GE-Antares Capital-TM#page5.tif source=20A GE-Antares Capital-TM#page6.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, Maxcess International Corporation, 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.

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

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: *R. Davidson*
Name: *Richard B. Davidson*
Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: *R. Davidson*
Name: *Richard B. Davidson*
Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement dated as of January 10, 2014 and filed with the United States Patent and Trademark Office on January 10, 2014 at Reel 5190, Frame 0656.

Trademark Security Agreement dated as of January 30, 2015 and filed with the United States Patent and Trademark Office on March 31, 2015 at Reel 5488, Frame 0351.

Patent Security Agreement dated as of January 30, 2015 and filed with the United States Patent and Trademark Office on January 30, 2015 at Reel 034853, Frame 0833.

EXHIBIT B

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Mark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Maxcess International Corporation	MAXCESS AND DESIGN	85/575,832	4,249,488	3/21/2012	11/27/2012
Maxcess International Corporation	MAXCESS AND DESIGN	85/575,796	4,241,527	3/21/2012	11/13/2012
Maxcess International Corporation	MAXCESS INTERNATIONAL	75/328,083	2,391,863	7/21/1997	10/3/2000
Maxcess International Corporation	MAXCESS AND DESIGN	85/575,832	4,249,488	3/21/2012	11/27/12
Maxcess International Corporation	MAXCESS AND DESIGN	85/575,796	4,241,527	3/21/2012	11/13/12
Maxcess International Corporation	MAXCESS INTERNATIONAL	75/328,083	2,391,863	7/21/1997	10/3/2000
Maxcess International Corporation	ADJUSTA-GUIDE	73364571	1245043	5/14/1982	7/12/1983
Maxcess International Corporation	SPREAD MASTER	645294		11/21/1989	
Maxcess International Corporation	SPREAD MASTER	73801632	1619429	5/22/1989	10/30/1990
Maxcess International Corporation	ACUTRAC	665958		9/7/1990	

Patent Registrations and Applications

Grantor	Patent Title	Date of Registration	Patent Number
Maxcess International Corporation	Apparatus and method for adjusting the lateral position of a moving strip	1/27/1998	5711470
Maxcess International Corporation	Carpet position sensor	11/23/1999	5989368
Maxcess International Corporation	Edge Detector	11/26/2002	6486680
Maxcess International Corporation	Spreader for calendar line	07/21/1998	5781973