## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM365321

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ATLAS SOUND, L.P.		12/09/2015	LIMITED PARTNERSHIP: TEXAS

### **RECEIVING PARTY DATA**

Name:	BMO HARRIS BANK N.A.
Street Address:	One West Main Street
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53703
Entity Type:	National Bank: WISCONSIN

### **PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Serial Number:	76080625	A
Serial Number:	85893796	A-LINE
Serial Number:	86551226	AMATHOPHOBIC
Serial Number:	86134762	ATLAS HIGH RESOLUTION AUDIO
Serial Number:	77635289	ATLAS LEARN
Serial Number:	77636699	ATLAS POWER
Serial Number:	77635380	ATLAS RACKS
Serial Number:	78034778	ATLAS SOUND
Serial Number:	77636682	ATLAS SUPPORT
Serial Number:	77773567	ATLAS TECHNOLOGIES
Serial Number:	85850918	BLUE BRIDGE
Serial Number:	77354577	CONTROLKOM
Serial Number:	73638918	
Serial Number:	86656018	DON'T BREAK THE LINES
Serial Number:	86642129	HIFIDROPHOBIC
Serial Number:	86121422	IP THUNDER
Serial Number:	73568377	OMNI-PURPOSE
Serial Number:	72398106	PAGE KOM
Serial Number:	86310915	PUSH HERE DIAGNOSTIC
		TRADEMARK

900346932 REEL: 005686 FRAME: 0264

Property Type	Number	Word Mark	
Serial Number:	73232866	SOUNDOLIER	
Serial Number:	86653681	STRAIGHTARRAY	
Serial Number:	76055148	STRATEGY SERIES	
Serial Number:	73132160	THE MASKER	
Serial Number:	86121433	THUNDER IP	
Serial Number:	73568378	VARI-TAP	
Serial Number:	74389628	VOICE/TONE	
Serial Number:	74658507	WHISPER TOUCH	

### CORRESPONDENCE DATA

**Fax Number:** 4142386631

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.

**Phone:** 414-287-1244

**Email:** lwahl@vonbriesen.com

Correspondent Name: Louis E. Wahl IV

Address Line 1: 411 East Wisconsin Avenue

Address Line 2: Suite 1000

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	002241-00072
NAME OF SUBMITTER:	Louis E. Wahl IV
SIGNATURE:	/LEW/
DATE SIGNED:	12/10/2015

### **Total Attachments: 8**

source=Atlas Agreement#page1.tif source=Atlas Agreement#page2.tif source=Atlas Agreement#page3.tif source=Atlas Agreement#page4.tif source=Atlas Agreement#page5.tif source=Atlas Agreement#page6.tif source=Atlas Agreement#page7.tif source=Atlas Agreement#page8.tif

# PATENT AND TRADEMARK SECURITY AGREEMENT (Atlas Sound, L.P.)

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Abridged Security Agreement") is made and entered into as of September 30, 2015, by ATLAS SOUND, L.P., a Texas limited partnership ("Grantor"), whose address is 1601 Jack McKay Blvd., Ennis, TX 75119, in favor of BMO HARRIS BANK. N.A. ("Bank"), whose address is One West Main Street, Madison, WI 53703.

### RECITALS

- (a) This Abridged Security Agreement is executed pursuant to the Intellectual Property Security Agreement, dated contemporaneously herewith, between Grantor and Bank (as it may be restated, modified, amended, or replaced from time to time, the "IP Security Agreement"), and the Credit Agreement.
- (b) Bank has agreed to make available to Mitek Corporation, an Illinois corporation ("Borrower"), subject to the Credit Agreement, certain revolving loans, which are evidenced by the Note, and Grantor has agreed to provide certain Pledged Collateral to secure the Obligations, all on the terms and conditions set forth in the Credit Agreement, the IP Security Agreement, and the other related Loan Documents.
- (c) The terms and conditions of the IP Security Agreement include the execution, delivery and recordation of this Abridged Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

- 1. <u>Supplement to IP Security Agreement</u>. This Abridged Security Agreement has been entered into in conjunction with the security interest granted by Grantor to Bank under the IP Security Agreement. The terms of this Abridged Security Agreement are supplemental to and not in replacement of the terms of the IP Security Agreement, and the rights and remedies of Bank with respect to the security interest granted herein are without prejudice to, but in addition to, those set forth in the IP Security Agreement. If there is any conflict between this Abridged Security Agreement and the IP Security Agreement, the IP Security Agreement shall govern.
- 2. <u>Security Interest and Collateral</u>. To secure the payment and performance of all of the Obligations, Grantor grants Bank a security interest in all of Grantor's present and future rights and interest in the Patents and Trademarks identified on <u>Schedule A</u> and <u>Schedule B</u>, respectively, to this Abridged Security Agreement.

- 3. <u>General Provisions</u>. Sections 11. through 17. of the IP Security Agreement are incorporated herein by reference, except that the term "Security Agreement" as used in Sections 11, through 17, of the IP Security Agreement will mean this Abridged Security Agreement.
- 4. <u>Terms and Usages in IP Security Agreement</u>. All capitalized terms used in this Abridged Security Agreement and not otherwise defined herein will have the meanings assigned to them in the IP Security Agreement.
- 5. <u>Recording</u>. Grantor authorizes and requests the United States Patent and Trademark Office to record this Abridged Security Agreement.

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[Signatures on following page.]

IN WITNESS WHEREOF, Grantor has executed this Patent and Trademark Security Agreement as of the date first set forth above.

	ATLAS SOUND, L.P.
Notary Public - Arizona Maricopa County My Commission Expires April 2, 2018  STATE OF County  August County	By: THUNDER VALLEY CORPORATION, General Partner  By: Loyd L. Ivey, President
President of Thunder Valley Conto be the person executing the Corporation in its capacity as the said instrument by him to be 1	ptember, 2015, before me personally appeared Loyd L. Ivey, the poration, the General Partner of Atlas Sound, L.P., to me known foregoing instrument, for and on behalf of Thunder Valley me General Partner of Atlas Sound, L.P., and he acknowledged his free act and deed, his free act and deed in his capacity as seed of Thunder Valley Corporation in its capacity as the General My Commission Expires My Commission Expire
	By: Jules Les Andrew Roethe, Vice President
STATE OF WISCONSIN )	is one minor

On the \_\_\_\_\_ day of September, 2015, before me personally appeared Andrew Roethe, a Vice President of BMO Harris Bank N.A., to me known to be the person executing the foregoing instrument, for and on behalf of BMO Harris Bank N.A., and he acknowledged said

instrument by him to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of BMO Harris Bank N.A.



Wutry Amn Brace

Notary Public

Print Name: Caxbay Ame Brace

My Commission Expires: April 18.30x

SCHEDULE A TO PATENT AND TRADEMARK SECURITY AGREEMENT

Patentiide			Section Sectio		Patent So.
Pole Mount Electronic Chassis	T 99 79	12/13/07 6/6/2007 6/10/06	20070287331 11/759,174 60/804,436	allowed	
Rigging System for Speaker Cabinets	\$ \$	5/6/2005	11/123601	8/28/07	7,261,180
Rigging System for Speaker Cabinets II - provisional	200	1/23/2013			
Flip Out Dog Leg Mountable Ceiling Speaker Enclosure	5 4 4	4/16/2013	61812375 14253284	allowed	
Improved Flip Out Dog Leg Mountable Ceiling Speaker US Enclosure		6/11/2015	14737352		
5 49	23	7/2/2013	13933900		
Electronic Module Installation Tools for Electronic Racks US		7/2/2013	13933327		
Half Rack Bars	128	7/6/2013	13936165		
Ceiling Tile 6x24	22 7 7	7/8/2014 7/8/2013	14324566 16247987		
Self-Diagnostic Speaker Load Impedance Testing System US		6/14/2014 6/11/15	14736119		
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Period Life		313	Application No. 1600 Date Taken No.
Line Array Celling Panel	vi S		
	8	2/6/2015	/6/2015 provisional filed
	83	6/11/2015	US 6/11/2015 14737378
Amathaphobic Speakez	S	6/11/2015	14737368

# SCHEDULE B TO PATENT AND TRADEMARK SECURITY AGREEMENT

Trademark			\$ 1100 June 1		
A (and design) - Atlas Circle A with dot	S	76/080,625	6/30/2000	2,852,309	6/15/2004
A (and design) - Atlas Circle A with dot	3	14338054	4/9/2014		registered 7/15
A (and design) - Atlas Circle A with dot	ÇĀ	729554	5/25/1993	431575	8/5/1994
A-Line	US	85893796	4/3/2013	4,443,045	12/3/2013
Amathophobic	SS.	86551226	3/3/2015		
Atlas High Resolution Audio	22	86134762	12/4/2013		***************************************
AtlasIED	Š		6/15/2015		The second secon
Atlas Learn	CS	77635289	12/17/2008	3,877,486	10/16/2010
Adas Power	SD.	77636699	12/17/2008	3,861,509	10/12/2010
Atlas Racks	23	77635380	12/17/2008	3,861,504	10/12/2010
Atlas Sound	SO	78/034,778	11/10/2000	2,573,786	5/28/2002
Atlas Sound	3	14338053	4/9/2014		
Atlas Sound	CA	728305	5/6/1993	431558	8/5/1994
ATLAS SOUNDOLIER	CA	660637	6/22/1990	403820	10/23/1992
Atlas Support	SO	77636682	12/19/2008	3,861,508	10/12/2010
Atlas Technologies	1.5	77/773567	7/2/2009	3,941,345	4/5/2011
Blue Bridge	US	85850918	2/15/2013	4,456,590	12/24/2013

CONTROLKOM  DESIGN (LOUDSPEAKER - AP Series) US  Don't Break The Lines  Hifidrophobic US	so v	77/354,577	10/10/00/01	100 101 0	000000000000000000000000000000000000000
OUDSPEAKER - AP Series) The Lines			12/10/2007	5,484,080	8/12/2008
. The Lines vic	) :	73/638,918	1/8/1987	1,493,954	6/28/1988
nic .	ω <sub>0</sub>	86656018	6/9/2015		
	S	86642129	\$/27/2015		
IP Thunder US	<i>(</i> )	86121422	11/18/2013		
OMNI-PURPOSE US	S	73/568,377	11/13/1985	1,398,383	6/24/1986
PAGE KOM US	w)	72/398,106	7/22/1971	0974545	12/11/1973
Push Here Diagnostic US	S	86310915	6/16/2014		
SOUNDOLIER	vo.	73/232,866	9/26/1979	1,159,700	7/7/1981
SOUNDOLLER	æ	1120324	9/7/1979	1120324	9/7/1979
SOUNDOLIER	A	274952	4/9/1963	133065	10/11/1963
StraightArray	(A)	86653681	5/6/2015		
STRATEGY SERIES US	00	76/055,148	5/24/2000	2,487,226	9/11/2001
THE MASKER US	80	73/132,160	6/28/1977	1,100,082	8/22/1978
Thunder IP US	· VO	86121433	11/18/2013		
VARI-TAP US	ν <sub>0</sub>	73/568,378	11/13/1985	1,400,199	7/8/1986
VOICE/TONE US	<i>v</i> a	74/389,628	5/13/1993	1,817,836	1/25/1994
WHISPER TOUCH	Ø	74/658,507	4/10/1995	2,005,282	10/1/1996

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**RECORDED: 12/10/2015**