

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376381

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Reaffirmation of and Second Amendment to Amended and Restated Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Peak Technologies Holdings, Inc.		07/31/2015	Corporation: DELAWARE
Summit Holding One Corporation		07/31/2015	Corporation: DELAWARE
PEAK-Ryzex, Inc.	FORMERLY Peak Technologies, Inc.	07/31/2015	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: 18

Property Type	Number	Word Mark
Registration Number:	4279466	CATALYST XPS
Registration Number:	2970485	IMPROVING THE FLOW OF BUSINESS
Registration Number:	4307921	PEAK AUTOMATION CONTROLLER
Registration Number:	2593103	PEAK PERFORMANCE
Registration Number:	4569068	PEAK-RYZEX
Registration Number:	4477137	PEAK-RYZEX BUSINESS-MOBILIZED PERFORMANC
Registration Number:	3020993	RYZEX
Registration Number:	2473666	TELPAR
Registration Number:	4531837	WIRELESS CAMPUS MANAGER SIMPLIFIED MAN
Registration Number:	4492706	WIRELESS CAMPUS MANAGER
Registration Number:	3895737	DIGITAL MEDIA MANAGER
Registration Number:	3919264	MANAGE MOBILITY
Registration Number:	3919265	COUNTY MANAGER
Registration Number:	3919266	STATE MANAGER
Registration Number:	3919267	UNIVERSITY MANAGER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3919268	CASINO MANAGER
Registration Number:	3919269	HOSPITAL MANAGER
Registration Number:	3927139	ATM MANAGER

CORRESPONDENCE DATA

Fax Number: 3126095005
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: 312-609-7943
Email: skowalski@vedderprice.com
Correspondent Name: Sylvia Kowalski
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40180.00.0046 - MOLIDOR
NAME OF SUBMITTER:	Sylvia Kowalski
SIGNATURE:	/Sylvia Kowalski/
DATE SIGNED:	03/11/2016

Total Attachments: 6

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**REAFFIRMATION OF AND SECOND AMENDMENT TO AMENDED AND
RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS REAFFIRMATION OF AND SECOND AMENDMENT TO AMENDED AND RESTATED PATENT AND TRADEMARK AGREEMENT (this "Amendment") is entered into as of the 31st day of July, 2015 by Peak Technologies Holdings, Inc., a Delaware corporation ("PEAK Holdings"), Summit Holding One Corporation, a Delaware corporation ("Summit"), PEAK-Ryzex, Inc., an Illinois corporation, f/k/a Peak Technologies, Inc. ("PEAK"; and together with PEAK Holdings and Summit, individually and collectively, the "Grantors"), in favor of The PrivateBank and Trust Company, as Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, the Grantors previously entered into that certain Credit Agreement dated as of October 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which the Lenders have made certain extension of credit to the Grantors;

WHEREAS, in connection with the Credit Agreement, the Grantors entered into an Amended and Restated Patent and Trademark Security Agreement dated as of December 21, 2011 (as amended, the "Agreement"), pursuant to which the Grantors granted to Administrative Agent, for its benefit and the benefit of the Lenders, a continuing security interest in the Grantors' patents and trademarks;

WHEREAS, the Grantors filed an application for the registration of certain additional trademarks; and

WHEREAS, the Grantors have requested that Administrative Agent and Lenders amend the Agreement in accordance with this Amendment.

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

1. Incorporation of the Agreement. The 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 Agreement. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth in Section 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Agreement. Schedule I of the Agreement is hereby amended and restated with Schedule I attached hereto.

3. Acknowledgment and Reaffirmation of the Validity and Enforceability of the Security Agreement. Pledgor expressly acknowledges and agrees that the Agreement constitutes

the legal, valid and binding obligation of Grantors enforceable in accordance with its terms by Administrative Agent against Grantors (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability) and Grantors expressly reaffirm their obligations under the Agreement (as amended by this Amendment). Grantors further expressly acknowledge and agree that Administrative Agent has a valid, duly perfected (to the extent required by the terms of the Guaranty and Collateral Agreement), first priority and enforceable security interest in and lien against all Collateral described therein as security for all Obligations. Grantors agree that they shall not dispute the validity or enforceability of the Agreement or any of the other Loan Documents or any of its respective obligations thereunder, or the validity, priority, enforceability or extent of Administrative Agent's security interest in or lien against any item of the Collateral, in any judicial, administrative or other proceeding.

4. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Execution and delivery by facsimile or electronic transmission shall bind the undersigned.


[SIGNATURE PAGE FOLLOWS]

(Signature Page to Reaffirmation of and Second Amendment to Amended and Restated Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Reaffirmation of and Second Amendment to Amended and Restated Patent and Trademark Security Agreement as of the date first above written.


BORROWERS:

PEAK TECHNOLOGIES HOLDINGS, INC., a Delaware corporation

By: 

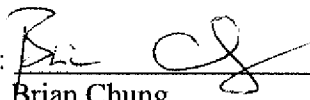
Brian Chung
Secretary

SUMMIT HOLDING ONE CORPORATION, a Delaware corporation

By: 

Brian Chung
Secretary

PEAK-RYZEX, INC., an Illinois corporation

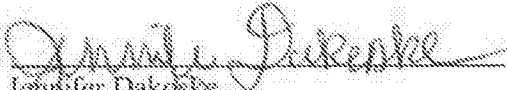
By: 

Brian Chung
Secretary

(Signature Page to Reaffirmation of and Second Amendment to Amended and Restated Patent and Trademark Security Agreement)

Acknowledged:

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

By: 
Jennifer Dakoske
Managing Director

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark Name	Country	Owner	Application No	Filing Date	Registration No	Registration Date	Status
CATALYST XPS	United States	Peak-Ryzex, Inc.	85647352	01/08/2012	4279466	01/22/2013	REGISTERED
IMPROVING THE FLOW OF BUSINESS	United States	Peak-Ryzex, Inc.	78/422752	05/21/2004	2970485	07/19/2005	REGISTERED
PEAK AUTOMATION CONTROLLER	United States	Peak-Ryzex, Inc.	85586279	04/02/2012	4307921	03/26/2013	REGISTERED
PEAK DIRECT & LOGO	Community Trademark (European Union)	Peak Technologies, Inc.	001322353	09/24/1999	001322353	04/30/2001	REGISTERED
PEAK PEAK TECHNOLOGIES & DESIGN	Canada	Peak-Ryzex ULC	852912	08/06/1997	549718	08/10/2001	REGISTERED
PEAK PEAK TECHNOLOGIES & DESIGN	Mexico	Peak Technologies, Inc.	337333	06/25/1998	584884	08/24/1998	REGISTERED
PEAK PERFORMANCE	United States	Peak-Ryzex, Inc.	78/071722	06/29/2001	2593103	07/09/2002	REGISTERED
PEAK TECHNOLOGIES	Community Trademark (European Union)	Peak Technologies, Inc.	001831791	08/30/2000	001831791	05/21/2003	REGISTERED
PEAK-CATALYST	Community Trademark (European Union)	Peak-Ryzex PLC	011460409	12/31/2012	011460409	08/15/2013	REGISTERED
PEAK-RYZEX	Canada	Peak-Ryzex ULC	1,604,685	11/30/2012			FILED
PEAK-RYZEX	Community Trademark (European Union)	Peak-Ryzex PLC	011390788	11/30/2012	011390788	05/21/2013	REGISTERED
PEAK-RYZEX	United States	Peak-Ryzex, Inc.	85791869	11/30/2012	4569068	07/15/2014	REGISTERED
PEAK-RYZEX BUSINESS-MOBILIZED PERFORMANCE-OPTIMIZED & DESIGN	United States	Peak-Ryzex, Inc.	85862454	02/28/2013	4477137	02/04/2014	REGISTERED
RYZEX	Australia	Peak Technologies, Inc.	604852	06/16/1993	604852	01/11/1995	REGISTERED
RYZEX	Community Trademark (European Union)	Peak Technologies, Inc.	006474944	11/29/2007	006474944	09/18/2008	REGISTERED
RYZEX	Great Britain	Peak-Ryzex, Inc.	2513095	04/02/1997	2513095	08/21/2009	REGISTERED
RYZEX	United States	Peak-Ryzex, Inc.	78533013	12/15/2004	3020993	11/29/2005	REGISTERED
RYZEX RE-MARKETING	Canada	Peak Technologies,	0664798	08/20/1990	TMA392338	12/27/1991	REGISTERED

		Inc.					
TELPAR	United States	Peak-Ryzex, Inc.	76/102891	08/04/2000	2473666	07/31/2001	REGISTERED
TRACKMASTER	Community Trademark (European Union)	Peak Technologies, Inc.	460444	02/07/1997	000460444	02/07/1997	REGISTERED
WIRELESS WAREHOUSE	Canada	Peak Technologies, Inc.	852916	08/06/1997	531399	08/17/2000	REGISTERED
WIRELESS WAREHOUSE & design	Canada	Peak Technologies, Inc.	852861	08/06/1997	539740	01/16/2001	REGISTERED

Trademark	Serial/Reg. No	Filing/Reg. Date	Country	Owner (current)
	App 85856248 Reg 4531837	App 21-FEB-2013 Reg 20-MAY-2014	U.S.	Peak-Ryzex, Inc.
WIRELESS CAMPUS MANAGER	App 85845465 Reg 4492706	App 09-FEB-2013 Reg 04-MAR-2014	U.S.	Peak-Ryzex, Inc.
DIGITAL MEDIA MANAGER	App 85041915 Reg 3895737	App 18-MAY-2010 Reg 21-DEC-2010	U.S.	Peak-Ryzex, Inc.
MANAGE MOBILITY	App 85041810 Reg 3919264	App 18-MAY-2010 Reg 15-FEB-2011	U.S.	Peak-Ryzex, Inc.
COUNTY MANAGER	App 85041859 Reg 3919265	App 18-MAY-2010 Reg 15-FEB-2011	U.S.	Peak-Ryzex, Inc.
STATE MANAGER	App 85041864 Reg 3919266	App 18-MAY-2010 Reg 15-FEB-2011	U.S.	Peak-Ryzex, Inc.
UNIVERSITY MANAGER	App 85041877 Reg 3919267	App 18-MAY-2010 Reg 15-FEB-2011	U.S.	Peak-Ryzex, Inc.
CASINO MANAGER	App 85041907 Reg 3919268	App 18-MAY-2010 Reg 15-FEB-2011	U.S.	Peak-Ryzex, Inc.
HOSPITAL MANAGER	App 85041923 Reg 3919269	App 18-MAY-2010 Reg 15-FEB-2011	U.S.	Peak-Ryzex, Inc.
ATM MANAGER	App 85041888 Reg 3927139	App 18-MAY-2010 Reg 01-MAR-2011	U.S.	Peak-Ryzex, Inc.