

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382790

| | | | |
|---|---|--|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| APG Cash Drawer, LLC | | 04/29/2016 | Limited Liability Company: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | BMO Harris Bank N.A. | | |
| Street Address: | 50 South Sixth Street | | |
| Internal Address: | Suite 1000 | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55402 | | |
| Entity Type: | National Banking Association: MINNESOTA | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2083214 | MULTIPRO | |
| Registration Number: | 2122778 | POS-PARTNER | |
| Registration Number: | 2040227 | BUILD ON A SOLID FOUNDATION | |
| Registration Number: | 2068917 | SERIALPRO | |
| Registration Number: | 1942324 | APG | |
| Registration Number: | 1955803 | APG CASH DRAWER | |
| Registration Number: | 2085428 | POSORGANIZER | |
| Registration Number: | 3912237 | NETPRO | |
| Registration Number: | 4700767 | BLUEPRO | |
| Serial Number: | 86398602 | INSTALL IT, FORGET IT | |
| Serial Number: | 86398632 | EVERY DAY IS A GOOD DAY TO PAY BY CASH | |
| Serial Number: | 86439801 | ALWAYS, ALWAYS, ALWAYS PAY BY CASH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6129778650 | | |
| <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: | 6129778400 | | |
| Email: | ip@briggs.com | | |
| TRADEMARK | | | |

CH \$315.00 2083214

Correspondent Name: Briggs and Morgan, P.A.
Address Line 1: 80 South Eighth Street
Address Line 2: 2200 IDS Center
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 38237.99

NAME OF SUBMITTER: Audrey J. Babcock

SIGNATURE: /Audrey J. Babcock/

DATE SIGNED: 05/03/2016

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“IP Security Agreement”), dated as of April 29, 2016, is made by **APG CASH DRAWER, LLC**, a Minnesota limited liability company (the “Grantor”) in favor of **BMO HARRIS BANK N.A.**, a national banking association with an address at 50 South Sixth Street, Suite 1000, Minneapolis, Minnesota 55402 (the “Secured Party”).

WHEREAS, PCM Companies, LLC, a Minnesota limited liability company, (the “Borrower”) has entered into a Credit Agreement with the Secured Party dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the “Credit Agreement”).

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Credit Agreement, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “IP Collateral”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “Patents”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable

federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “Copyrights”);

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (eg, “pdf”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

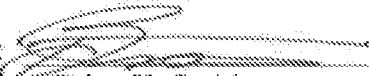
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

APG CASH DRAWER, LLC

By: 
Name: Brian K. Smith
Its: Chairman of the Board

Address for Notices:
APG Cash Drawer, LLC
c/o PCM Companies, LLC
2150 Dodd Road
Mendota Heights, MN 55120
Attention: Brian K. Smith

Agreed to and accepted:

BMO HARRIS BANK N.A.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

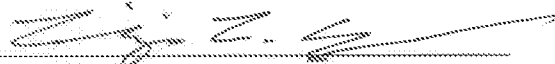
APG CASH DRAWER, LLC

By: _____
Name: _____
Its: _____

Address for Notices:

Agreed to and accepted:

BMO HARRIS BANK N.A.

By: 
Name: Philip P. Krump
Its: Director

[SIGNATURE PAGE TO IP SECURITY AGREEMENT (APG CASH DRAWER, LLC)]

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

| PATENT | PATENT/APPLICATION NO. | COUNTRY |
|---|-------------------------------|-----------------------------------|
| Short Depth Cash Drawer | 7,059,513 | USA |
| Short Depth Cash Drawer (Canada) | 2507072 (application) | Canada |
| Short Depth Cash Drawer with Movable Base | 7,533,797 | USA |
| Short Depth Cash Drawer with Downstream Checkout Placement | 12/351,610 (pending) | USA |
| Cash Drawer having a network interface | 12/983,493 (pending) | USA |
| Wireless device operable cash drawer | 8,928,456 | USA |
| Wireless device operable cash drawer having biometric, database, and messaging capabilities | 9,129,493 | USA |
| Cash drawer having a Bluetooth interface | 14/010,126 (pending) | USA |
| Cash drawer having a Bluetooth interface | PCT/US2014/52541 (pending) | Patent Corporation Treaty ("PCT") |
| Point-of-Sale Organizer | 8,740,165 | USA |
| Emergency access for a cash drawer | 14/693,657 (pending) | USA |
| Emergency access for a cash drawer | PCT/US2015/31334 (pending) | PCT |

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

| TRADEMARK | REGISTRATION NO. | COUNTRY |
|---|--------------------------------|----------------|
| Cash Drawer Caddy | Abandoned, but can be re-filed | USA |
| MultiPRO | 2,083,214 | USA |
| POS-Partner | 2,122,778 | USA |
| Build on a Solid Foundation | 2,040,227 | USA |
| SerialPRO | 2,068,917 | USA |
| APG | 1,942,324 | USA |
| APG Cash Drawer and Design | (same as logo) | USA |
| APG Logo | 1,955,803 | USA |
| POSErganizer | 2,085,428 | USA |
| NetPRO | 3,912,237 | USA |
| BluePRO | 4,700,767 | USA |
| Install It, Forget It | 86/398,602 (pending) | USA |
| Every day is a good day to pay by cash | SOU extension granted | USA |
| Always, always, always pay by cash | SOU extension granted | USA |
| APG | 005792916 | Europe |
| APG Logo | 005792742 | Europe |
| APG | 1310908 | Taiwan |
| APG Logo | 1310908 | Taiwan |
| APG | 6004455 (application) | China |
| APG Logo | 6004454 (application) | China |

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE.