

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DPI, Inc.		02/22/2016	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	J.P. MORGAN CHASE BANK, N.A.		
Street Address:	1111 POLARIS PARKWAY		
City:	COLUMBUS		
State/Country:	OHIO		
Postal Code:	43240		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87234347	GRAN PRIX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	314-259-2000		
Email:	BCIPDocketing@bryancave.com		
Correspondent Name:	Matthew G. Minder		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
NAME OF SUBMITTER:	Matthew G. Minder, Esq.		
SIGNATURE:	/Matthew G. Minder/		
DATE SIGNED:	12/05/2016		
Total Attachments: 12			
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PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of February 22, 2016, by DPI, INC., a Missouri corporation ("Grantor") in favor of J.P. MORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, the Grantor, the Administrative Agent and the Lenders have entered into a Credit Agreement dated as of November 8, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Grantor is entering into this Patent and Trademark Security Agreement in order to induce the Lenders to continue to extend credit to DPI, Inc. under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article X of the Credit Agreement;

WHEREAS, the Grantor is a party to that certain Pledge and Security Agreement dated as of November 8, 2013, in favor of the Administrative Agent (the "Security Agreement") in which the Grantor agreed, among other things, to grant to the Administrative Agent a security interest in its intellectual property including a security interest in its patent and/or trademark licenses (to the extent that such patent and/or trademark licenses are not expressly prohibited from being assigned or pledged) to secure the payment of all amounts owing under the Obligations;

WHEREAS, the Grantor and the Administrative Agent entered into a Seventh Amendment to Credit Agreement, dated as of the date hereof ("Seventh Amendment"), in connection with Grantor's acquisition of the MEMOREX trademark (the "MEMOREX Trademark"), and in order to make certain other modifications to the Credit Agreement; and

WHEREAS, as a condition to entering into the Seventh Amendment, the Administrative Agent, the Grantor and the Lenders require that the Grantor enter into this Patent and Trademark Security Agreement in order to, among other things, grant to the Administrative Agent a security interest in the MEMOREX Trademark and related intellectual property assets.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement. As used herein, the following terms shall have the following meanings:

"Patent" means all inventions (whether or not patentable), patent rights, shop rights, letters patent of the United States and other countries, all right, title and interest therein and thereto, and all registrations and recordings thereof, including (a) all patent registrations, applications and recordings whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof, or any international agreement, or otherwise, and (b) all reissues, renewals, reexaminations, continuations, continuations-in-part, extensions, supplementary protection certificates, provisionals, and divisionals thereof.

“Trademark” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, domain names, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (except for any “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, unless and until the filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act or a “Statement of Use” pursuant to Section 1(d) of the Lanham Act with respect thereto), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or any international agreement, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals and extensions thereof.

“Patent and Trademark License” means any agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Patent and/or any Trademark.

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral.

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby grants a continuing and unconditional security interest to the Administrative Agent, a continuing first priority Lien on and security interest in, all of its right, title and interest in, to and under the following whether presently existing or hereafter created or acquired (the **“Patent and Trademark Collateral”**):

- (a) all of its Patents, Trademarks, and Patent and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Trademark, and each Patent and Trademark License; and
- (d) all products, proceeds, rents, profits, and royalties of the foregoing, including without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Patent, Trademark or any right under any Patent and Trademark License or (ii) injury to the goodwill associated with any Patent, Trademark or any Patent and Trademark License.

SECTION 3. Grantor Remains Liable. It is expressly agreed by the Grantor that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents, Trademarks or Patent and Trademark Licenses, and shall hold the Administrative Agent harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Administrative Agent’s interest in such Patents, Trademarks or Patent and Trademark Licenses or any other action or failure to act in connection with this Patent and Trademark Security Agreement. The Grantor shall remain liable for any and all claims by any Person that the conduct of the Grantor’s business or products or processes of the Grantor infringe any rights of such person.

SECTION 4. Security Agreement. The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to

the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If any provision hereof conflicts with any provision of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or Security Agreement shall control to the extent of such inconsistency.

SECTION 5. Termination of Security Interest in Patent and Trademark Collateral. Upon payment and satisfaction in full of the Obligations other than residual indemnification obligations and termination of all commitments relating thereto, the Agent shall release (or cause to be so released), without recourse upon or warranty by the Administrative Agent, and at the sole expense of the Grantor, to the Grantor, against receipt therefor, all of the Administrative Agent's rights and interests in the Patent and Trademark Collateral (if any) as shall not have been sold or otherwise applied by the Agent pursuant to the terms of the Security Agreement and not theretofore released to the Grantor, together with appropriate instruments of release.

SECTION 6. Counterparts. This Patent and Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Patent and Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Patent and Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent and Trademark Security Agreement.

SECTION 7. Notices. All notices, demands, consents, statements, requests, approvals or other communications which are permitted or required to be given by either party to the other hereunder shall be in writing and shall be given as provided in Section 9.01 of the Credit Agreement.

SECTION 8. Modifications. This Patent and Trademark Security Agreement cannot be modified, changed or discharged except by an agreement in writing signed by the Grantor and the Administrative Agent.

SECTION 9. Oral Agreements. ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (GRANTOR(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

SECTION 10. Applicable Law. THIS PATENT AND TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF MISSOURI, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DPI, INC.

By: Paul Green
Name: Paul Green
Title: Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: Raymond A. Gage
Title: Authorized Officer

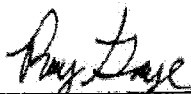
IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DPI, INC.

By: _____
Name: Paul Green
Title: Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____
Name: Raymond A. Gage
Title: Authorized Officer

ACKNOWLEDGEMENT OF GRANTOR

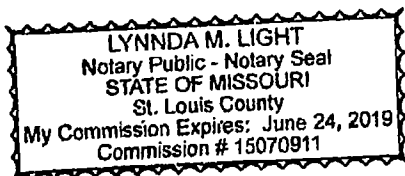
STATE OF MISSOURI)
CITY ST. LOUIS) ss.
COUNTY OF ST. LOUIS)

On this 2nd day of February, 2016, before me personally appeared Paul Green, to me personally known, who, being by duly sworn, did say that he is the Chief Financial Officer of DPI, INC., a Missouri corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Paul Green acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Lynnda M. Light
Notary Public

My Commission expires:



SCHEDULE I

TRADEMARK APPLICATIONS:

None.

REGISTERED TRADEMARKS:



Loan Party or Subsidiary	Trademark	Registration Date	Registration Number	Country
DPI, Inc.	EMEMOREX		TMA564620	Canada
DPI, Inc.	EMEMOREX.COM		TMA566039	Canada
DPI, Inc.	IS IT LIVE OR IS IT MEMOREX?		TMA674496	Canada
DPI, Inc.	IS IT LIVE OR IS IT MEMOREX?		3078528	China P.R.
DPI, Inc.	IS IT LIVE OR IS IT MEMOREX?		2505451	Community Trademark
DPI, Inc.	IS IT LIVE OR IS IT MEMOREX?		2003B03885	Hong Kong
DPI, Inc.	IS IT LIVE OR IS IT MEMOREX?		1040241	Taiwan
DPI, Inc.	IS IT LIVE OR IS IT MEMOREX?	08/05/2003	2748810	United States
DPI, Inc.	MEMOREX		307739	Australia
DPI, Inc.	MEMOREX		66081	Austria
DPI, Inc.	MEMOREX		15561	Bahamas
DPI, Inc.	MEMOREX		360947	Benelux
DPI, Inc.	MEMOREX		512363	Benelux
DPI, Inc.	MEMOREX		21973	Bermuda
DPI, Inc.	MEMOREX		821561693	Brazil
DPI, Inc.	MEMOREX		825134625	Brazil
DPI, Inc.	MEMOREX		TMA181108	Canada
DPI, Inc.	MEMOREX		TMA495643	Canada
DPI, Inc.	MEMOREX		697423	Chile
DPI, Inc.	MEMOREX		1518082	China P.R.
DPI, Inc.	MEMOREX		1982392	China P.R.
DPI, Inc.	MEMOREX		162985	Colombia
DPI, Inc.	MEMOREX		162073	Community Trademark
DPI, Inc.	MEMOREX		2201242	Community Trademark

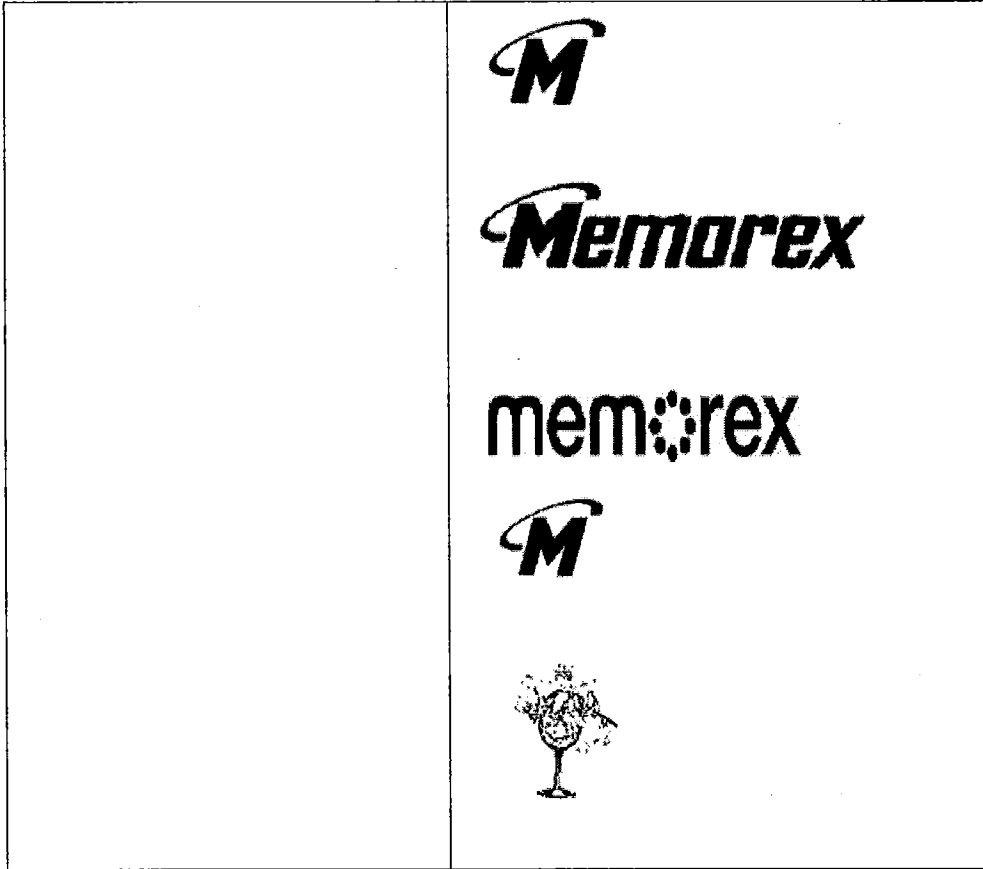
DPI, Inc.	MEMOREX		148140	Costa Rica
DPI, Inc.	MEMOREX		159305	Czech Republic
DPI, Inc.	MEMOREX		26980	Dominican Republic
DPI, Inc.	MEMOREX		53561	Dominican Republic
DPI, Inc.	MEMOREX		2143.RENEWAL.942-93	Ecuador
DPI, Inc.	MEMOREX		57780	Finland
DPI, Inc.	MEMOREX		1047873	Germany
DPI, Inc.	MEMOREX		DD643434	Germany
DPI, Inc.	MEMOREX		851238	Great Britain
DPI, Inc.	MEMOREX		1497297	Great Britain
DPI, Inc.	MEMOREX		1119920	Great Britain
DPI, Inc.	MEMOREX		957972	Great Britain
DPI, Inc.	MEMOREX		64346	Greece
DPI, Inc.	MEMOREX		56.872	Honduras
DPI, Inc.	MEMOREX		200216216	Hong Kong
DPI, Inc.	MEMOREX		199305552	Hong Kong
DPI, Inc.	MEMOREX		354394B	India
DPI, Inc.	MEMOREX		IDM000013561	Indonesia
DPI, Inc.	MEMOREX		100885	Ireland
DPI, Inc.	MEMOREX		85488	Israel
DPI, Inc.	MEMOREX		48682	Israel
DPI, Inc.	MEMOREX		1258092	Italy
DPI, Inc.	MEMOREX		25792	Jamaica
DPI, Inc.	MEMOREX		266663	Korea South
DPI, Inc.	MEMOREX		271426	Korea South
DPI, Inc.	MEMOREX		581152	Korea South
DPI, Inc.	MEMOREX		M76480	Malaysia
DPI, Inc.	MEMOREX		2003/02114	Malaysia
DPI, Inc.	MEMOREX		1006136	Mexico
DPI, Inc.	MEMOREX		465924	Mexico
DPI, Inc.	MEMOREX		154386	Mexico
DPI, Inc.	MEMOREX		218208	New Zealand
DPI, Inc.	MEMOREX		8516CC	Nicaragua
DPI, Inc.	MEMOREX		27289CC	Nicaragua
DPI, Inc.	MEMOREX		78450	Norway
DPI, Inc.	MEMOREX		76387	Pakistan
DPI, Inc.	MEMOREX		119387	Panama

DPI, Inc.	MEMOREX		64662	Panama
DPI, Inc.	MEMOREX		197792	Paraguay
DPI, Inc.	MEMOREX		83851	Peru
DPI, Inc.	MEMOREX		167714	Poland
DPI, Inc.	MEMOREX		204.063	Portugal
DPI, Inc.	MEMOREX		131105	Russian Federation
DPI, Inc.	MEMOREX		T77/73065B	Singapore
DPI, Inc.	MEMOREX		T77/73067I	Singapore
DPI, Inc.	MEMOREX		T77/73066J	Singapore
DPI, Inc.	MEMOREX		6980468	Slovenia
DPI, Inc.	MEMOREX		79/0710	South Africa
DPI, Inc.	MEMOREX		589541	Spain
DPI, Inc.	MEMOREX		15672	Suriname
DPI, Inc.	MEMOREX		373217	Switzerland
DPI, Inc.	MEMOREX		976345	Taiwan
DPI, Inc.	MEMOREX		Kor67145	Thailand
DPI, Inc.	MEMOREX		Kor9666	Thailand
DPI, Inc.	MEMOREX		Kor183881	Thailand
DPI, Inc.	MEMOREX		11367	Trinidad
DPI, Inc.	MEMOREX		200125951	Turkey
DPI, Inc.	MEMOREX		29595	Ukraine
DPI, Inc.	MEMOREX	09/26/1989	1557540	United States
DPI, Inc.	MEMOREX	10/24/1989	1561916	United States
DPI, Inc.	MEMOREX	05/12/1992	1686110	United States
DPI, Inc.	MEMOREX	07/23/2002	2599345	United States
DPI, Inc.	MEMOREX	02/08/2011	3917502	United States
DPI, Inc.	MEMOREX		416.149	Uruguay
DPI, Inc.	MEMOREX		451.151 (form352.832)	Uruguay
DPI, Inc.	MEMOREX		69087	Vietnam
DPI, Inc.	MEMOREX (CHINESE CHARACTERS)		300893043	Hong Kong
DPI, Inc.	MEMOREX (CHINESE CHARACTERS)		360122	Taiwan
DPI, Inc.	MEMOREX (CHINESE CHARACTERS)		1014672	Taiwan
DPI, Inc.	MEMOREX (CHINESE CHARACTERS)		2003B06534	Hong Kong

	CHARACTERS)			
DPI, Inc.	MEMOREX LIVE	05/20/2014	4534121	United States
DPI, Inc.	MEMOREX SECURE		1455444	Australia
DPI, Inc.	MEMOREX SECURE		FILED/PENDING	Brazil
DPI, Inc.	MEMOREX SECURE		10119911	China P.R.
DPI, Inc.	MEMOREX SECURE		10375079	Community Trademark
DPI, Inc.	MEMOREX SECURE		FILED/PENDING	India
DPI, Inc.	MEMOREX SECURE		977332	Korea South
DPI, Inc.	MEMOREX SECURE		1315455	Mexico
DPI, Inc.	MEMOREX SECURE		T1115286C	Singapore
DPI, Inc.	MEMOREX SECURE	07/02/2013	4361961	United States
DPI, Inc.	DPI	06/30/2009	3648007	United States
DPI, Inc.	DPI DIGITAL PRODUCTS INTERNATIONAL & Design	06/30/2009	3648008	United States

COMMON LAW TRADEMARKS:

Loan Party or Subsidiary	Common Law Trademark(s)
DPI, Inc.	MEMOREX MEMOREX LIVE IS IT LIVE OR IS IT MEMOREX?  



TRADE NAMES:

Name of Grantor	Trade Name(s)
DPI, Inc.	Digital Products International Gran-Prix Electronics Yorx Electronics

PATENT APPLICATIONS:

None.

PATENTS:

None.

LICENSE AGREEMENTS:

Name of Grantor	Name of Agreement	Date of Agreement	Parties to Agreement
DPI, Inc.	Bluetooth Patent/Copyright License Agreement	March 17, 2014	DPI, Inc. and Bluetooth SIG, Inc.
DPI, Inc.	Bluetooth Trademark License Agreement	March 17, 2014	DPI, Inc. and Bluetooth SIG, Inc.
DPI, Inc.	Asset Purchase Agreement	October 2, 2015	Imation Corp. and PNY Technologies, Inc.
DPI, Inc.	Asset Purchase Agreement	November 10, 2015	Imation Middle East FZE and Imation Corp. and PNY Technologies, Inc.
DPI, Inc.	Trademark License Agreement	October 15, 2015	Imation Corp. and MEM-CE, LLC