

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422178

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INFINITE PERIPHERALS, INC.		03/31/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MB FINANCIAL BANK, N.A.		
<b>Street Address:</b>	4685 WINFIELD RD.		
<b>City:</b>	WARRENVILLE		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60555		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4491909	INFINITE PERIPHERALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023428451		
<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>			
<b>Phone:</b>	2023428400		
<b>Email:</b>	DCPatentDocket@KelleyDrye.com		
<b>Correspondent Name:</b>	KELLEY DRYE & KELLEY LLP		
<b>Address Line 1:</b>	3050 K STREET NW		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20007		
<b>NAME OF SUBMITTER:</b>	David R. Yohannan		
<b>SIGNATURE:</b>	/David R. Yohannan/		
<b>DATE SIGNED:</b>	04/03/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 31, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of **MB FINANCIAL BANK, N.A.** (the “Secured Party”).

### W I T N E S S E T H:

**WHEREAS**, pursuant to the Credit Agreement, dated as of March 31, 2017 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among the Grantors and the Secured Party, the Secured Party has agreed to make extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

**WHEREAS**, all of the Grantors and the Secured Party are party to the Security Agreement (the “Security Agreement”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and to induce the Secured Party to enter into the Credit Agreement and make their respective extensions of credit to the Grantors thereunder, each Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Secured Party and grants to the Secured Party a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, EXCEPT TO THE EXTENT SUPERSEDED BY FEDERAL LAW. THE PARTIES HERETO HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN COOK COUNTY, ILLINOIS, AND WAIVE ANY OBJECTION BASED ON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER DOCUMENT DELIVERED HEREUNDER OR IN CONNECTION HEREWITH, OR ANY TRANSACTION ARISING FROM OR CONNECTED TO ANY OF THE FOREGOING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF SECURED PARTY, TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW, OR LIMIT THE RIGHT OF SECURED PARTY TO BRING PROCEEDINGS AGAINST EACH GRANTOR OR ITS PROPERTY OR ASSETS IN THE COMPETENT COURTS OF ANY OTHER JURISDICTION OR JURISDICTIONS. THE PARTIES HERETO HEREBY JOINTLY, SEVERALLY, AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER DOCUMENT DELIVERED HEREUNDER OR IN CONNECTION HEREWITH, OR ANY TRANSACTION ARISING FROM OR CONNECTED TO ANY OF THE FOREGOING. EACH OF THE SECURED PARTY AND THE GRANTORS REPRESENT THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.**

[Signature pages follow.]

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

**GRANTOR:**

**INFINITE PERIPHERALS, INC.**

By: \_\_\_\_\_

Name: Jeffrey Lee Scott

Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006025 FRAME: 0013**

ACCEPTED AND ACKNOWLEDGED BY:

**MB FINANCIAL BANK, N.A.**



By: \_\_\_\_\_

Name: James E. Allen

Title: Group President

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Jurisdiction</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Infinite Peripherals, Inc.	United States of America	INFINITE PERIPHERALS	4491909	March 4, 2014