# OP \$40.00 74482107

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM345661

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Marcon International, Inc.		06/12/2015	CORPORATION:

# **RECEIVING PARTY DATA**

Name:	Northcreek Mezzanine Fund II, L.P.	
Street Address:	255 E Fifth St Ste 3010	
City:	Cincinnati	
State/Country:	OHIO	
Postal Code:	45202	
Entity Type:	LIMITED PARTNERSHIP: OHIO	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	74482107	KEYPER

# **CORRESPONDENCE DATA**

**Fax Number:** 5137620037

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:** 5139773486

Email: abrown@katzteller.com

Correspondent Name: Amy Brown

Address Line 1: 255 E Fifth St Ste 2400
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Amy Brown
SIGNATURE:	/Amy Brown/
DATE SIGNED:	06/24/2015

## **Total Attachments: 3**

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> TRADEMARK REEL: 005559 FRAME: 0821

NOTICE

OF

### GRANT OF SECURITY INTEREST

IN

### TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlement

Please be advised that pursuant to the Security and Pleage Agreement dated as of June 2, 2015 as the same may be amended, modified, extended or restated from time to time, the "Agreement" by and among the Obligors party thereto (cach an "Obligor" and collectively, the "Obligors") and NORTHCREEK MEZZANINE FUND II, L.P. ("Lender") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted to the Lender a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to the trademarks and trademark applications set forth on Schedule I hereto to the Lender.

The undersigned Obligor and the Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

Name: Jay F. Landauer Title: Vice Prosident

Acknowledged and Accepted:

NORTHCREEK MEZZANINE FUND II, L.P.

By: NMF GP, LLC Its General Partner

Northcreek Management, Inc.

Its Manager

By:

Barry Peterson, Vice President

(0206006); 3; 8014-14 JEM7 SECURITY AND PLEDGE AGREEMENT

SI\_C-7585575-1

NOTICE

OF

### **GRANT OF SECURITY INTEREST**

IN

### TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 12, 2015 as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and NORTHCREEK MEZZANINE FUND II, L.P. ("Lender") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted to the Lender a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to the trademarks and trademark applications set forth on Schedule 1 hereto to the Lender.

The undersigned Obligor and the Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

MARCON INTERNATIONAL, INC.

By:

Name: Jay F. Landauer

Title: President

Acknowledged and Accepted:

NORTHCREEK MEZZANINE FUND II, L.P.

By: NMF GP, LLC Its General Partner

Northdreek Management, Inc.

Barry Peterson, Vice President

(02060061; 3; 8014-14 1EMT SECURITY AND PLEDGE AGREEMENT

SLC-7585575-1

# SCHEDULE 1

Serial #	Registration #	Mark
74482107	2037415	KEYPER
N/A	N/A	KEYPER SYSTEMS
N/A	N/A	KEYPERSCAN
N/A	N/A	KEYper (Logo)
N/A	N/A	NITE DROP ZONE & Design
N/A	N/A	SERVICE EXPRESS 24

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**RECORDED: 06/24/2015** 

TRADEMARK REEL: 005559 FRAME: 0824