

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434118

<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>
Logic PD, Inc.		06/28/2017	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MB Financial Bank, N.A.		
<b>Street Address:</b>	6111 N. River Road, 3rd Floor		
<b>City:</b>	Rosemont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87413972	INFLEXION	
<b>Serial Number:</b>	77557993	LOGIC	
<b>Serial Number:</b>	85079661	LOGIC PD	
<b>Serial Number:</b>	85079655	LOGIC PD	
<b>Serial Number:</b>	85116283	LOGIC PD	
<b>Serial Number:</b>	87450010	LOGIC PD BUSINESS SYSTEM	
<b>Serial Number:</b>	85406807	THE SMARTER WAY TO INNOVATE	
<b>Serial Number:</b>	85408263	THE SMARTER WAY TO INNOVATE	
<b>Serial Number:</b>	85318351	WATTSON	
<b>Serial Number:</b>	85005312	ZOOM	
<b>Serial Number:</b>	85008108	ZOOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029068669		
<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>	202.906.8618		
<b>Email:</b>	ipmail@dykema.com		
<b>Correspondent Name:</b>	Eric T. Fingerhut		
<b>Address Line 1:</b>	1301 K Street, N.W., Suite 1100 West		
<b>Address Line 4:</b>	Washington, D.C. 20005		

CH \$290.00 87413972

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Eric T. Fingerhut
<b>SIGNATURE:</b>	/eric t. fingerhut/
<b>DATE SIGNED:</b>	07/07/2017
<b>Total Attachments: 5</b> source=Grant of Security Interest In Trademarks and Patents (Logic PD, Inc. to MB Financial Bank, N.A.)#page1.tif source=Grant of Security Interest In Trademarks and Patents (Logic PD, Inc. to MB Financial Bank, N.A.)#page2.tif source=Grant of Security Interest In Trademarks and Patents (Logic PD, Inc. to MB Financial Bank, N.A.)#page3.tif source=Grant of Security Interest In Trademarks and Patents (Logic PD, Inc. to MB Financial Bank, N.A.)#page4.tif source=Grant of Security Interest In Trademarks and Patents (Logic PD, Inc. to MB Financial Bank, N.A.)#page5.tif	

## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, Logic PD, Inc., a Minnesota corporation (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of June 28, 2017, between the Grantor and the Grantee (as amended, restated, modified or supplemented and in effect from time to time, the “**Credit Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) the patents and patent applications (the “**Patents**”) set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same (the items in clauses (i) – (v) in this paragraph are collectively referred to as the “**IP Collateral**”).

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

**GRANTOR:**

**LOGIC PD, INC.**, a Minnesota corporation

By: 

Name: Bruce DeWitt

Title: President and Chief Executive Officer

**GRANTEE:**

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

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

Name: Jeffrey Seiden

Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

**GRANTOR:**

**LOGIC PD, INC.**, a Minnesota corporation

By: \_\_\_\_\_  
Name: Bruce DeWitt  
Title: President and Chief Executive Officer

**GRANTEE:**

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

By: \_\_\_\_\_  
Name: Jeffrey Seiden  
Title: Senior Vice President

**Schedule A - Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Owner</b>
U.S.	INFLEXION	87413972	April 17, 2017	Logic PD, Inc.
U.S.	LOGIC	77557993	August 28, 2008	Logic PD, Inc.
U.S.	LOGIC PD	85079661	July 7, 2010	Logic PD, Inc.
U.S.	LOGIC PD	85079655	July 7, 2010	Logic PD, Inc.
U.S.	LOGIC PD	85116283	July 7, 2010	Logic PD, Inc.
U.S.	LOGIC PD BUSINESS SYSTEM	87450010	May 15, 2017	Logic PD, Inc.
U.S.	THE SMARTER WAY TO INNOVATE	85406807	August 25, 2011	Logic PD, Inc.
U.S.	THE SMARTER WAY TO INNOVATE	85408263	August 26, 2011	Logic PD, Inc.
U.S.	WATTSON	85318351	May 11, 2011	Logic PD, Inc.
U.S.	ZOOM	85005312	April 2, 2010	Logic PD, Inc.
U.S.	ZOOM	85008108	April 7, 2010	Logic PD, Inc.

**Schedule B – Patents**

<b>Country</b>	<b>Patent Title</b>	<b>Patent Number</b>	<b>File Date</b>	<b>Owner</b>
U.S.	Systems, devices and methods for provisioning, pairing and activating a newly manufactured device for automatic joining of customer's network	9,313,099	November 27, 2012	Logic PD, Inc.
U.S.	Methods for embedding device-specific data to enable remote identification and provisioning of specific devices	8,857,705	January 11, 2013	Logic PD, Inc.
U.S.	Methods for embedding device-specific data to enable remote access to real time device data	8,857,704	January 11, 2013	Logic PD, Inc.