

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448570

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC., as the Existing Agent		09/07/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as the Successor Agent
Street Address:	CIB DMO WLO, Mail Code NY1-C413, 4CMC
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	Bank: OHIO

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Registration Number:	3011960	MULTISPECTRAL SOLUTIONS, INC.
Registration Number:	2488604	WHERE NET
Registration Number:	2493253	WHERE NET
Registration Number:	4433730	
Registration Number:	1835287	BAR-ONE
Registration Number:	3231553	COMFYCUFF
Registration Number:	3550084	COMFYCURVE
Registration Number:	2144080	ELTRON
Registration Number:	1789176	ELTRON
Registration Number:	3671190	FAMILY BAND
Registration Number:	3698958	FAMILY BAND
Registration Number:	3450344	FUSION BAND
Registration Number:	3583843	INTEGRA
Registration Number:	2550744	LASER BAND
Registration Number:	3107795	LASERBAND
Registration Number:	3719078	LASERBAND DURA
Registration Number:	3410495	LASERBAND LABELBAND
Registration Number:	2849741	LASERBAND2

OP \$1640.00 3011960

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4105835	LASERBAND360
Registration Number:	4534220	LINK-OS
Registration Number:	3059606	MAKE NO MISTAKE
Registration Number:	3660557	OMNIBAND
Registration Number:	2892865	PARTNER
Registration Number:	2859821	PARTNERSFIRST
Registration Number:	2939512	PREMIERPARTNER
Registration Number:	3066023	SMART PRINTHEAD
Registration Number:	3163788	STAT*BAND
Registration Number:	3169738	STATBAND
Registration Number:	1796907	STRIPE
Registration Number:	3761511	
Registration Number:	2566049	TRUE COLOURS
Registration Number:	2473165	Z SERIES
Registration Number:	2017647	Z-BAND
Registration Number:	2173307	ZEBRA
Registration Number:	1566752	ZEBRA
Registration Number:	4050058	ZEBRA
Registration Number:	3043779	ZEBRA
Registration Number:	4128951	ZEBRA
Registration Number:	1274816	ZEBRA
Registration Number:	1561793	
Registration Number:	4050059	
Registration Number:	3043780	
Registration Number:	4128950	
Registration Number:	1360141	
Registration Number:	2059897	
Registration Number:	2120347	ZEBRANET
Registration Number:	1486785	ZPL
Registration Number:	1820502	ZPL II
Registration Number:	1618699	Z-ULTIMATE
Registration Number:	4706999	Z-BAND FUSION
Serial Number:	86202866	ELTRON
Serial Number:	86288968	ENTERPRISE ASSET INTELLIGENCE
Serial Number:	85827195	VISIBLE VALUE CHAIN
Serial Number:	85865954	ZATAR
Serial Number:	86143372	ZEBRA
Serial Number:	86153621	ZEBRA

Property Type	Number	Word Mark
Serial Number:	86350625	ZEBRA
Serial Number:	86143411	
Serial Number:	86350623	
Serial Number:	86079094	ZEBRA MOTION WORKS
Serial Number:	86086943	ZEBRA MOTIONWORKS
Serial Number:	86153623	ZEBRA TECHNOLOGIES
Serial Number:	86143430	ZEBRA TECHNOLOGIES
Serial Number:	86351945	ZEBRA TECHNOLOGIES
Serial Number:	86153626	

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 800-494-5225

Email: ipteam@coagencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F173458 TM MS to JPM
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	10/25/2017

Total Attachments: 10

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TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") dated as of September 7, 2017 is by and among **MORGAN STANLEY SENIOR FUNDING, INC.**, in its capacity as Existing Collateral Agent (as such term is defined in the Successor Collateral Agent Agreement, the "Existing Agent"), **JPMORGAN CHASE BANK, N.A.**, in its capacity as Successor Collateral Agent (as such term is defined in the Successor Collateral Agent Agreement, the "Successor Agent"), and the other parties identified on the signature pages hereto (together with their predecessors in interest, the "Grantors").

WHEREAS, **ZEBRA TECHNOLOGIES CORPORATION** (the "Borrower"), the Lenders party thereto, the Existing Agent and certain other parties thereto entered into that certain Credit Agreement, dated as of October 27, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered that certain Security Agreement dated as of October 27, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, the Existing Agent and the other parties from time to time party thereto, pursuant to which the Grantors executed and delivered that certain Trademark Security Agreement dated as of October 27, 2014 (the "Trademark Security Agreement") (collectively, the "Security Agreements").

WHEREAS, pursuant to the Security Agreements, the Grantors granted a security interest to the Existing Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined in the Trademark Security Agreement).

WHEREAS, in connection with the resignation of the Existing Agent and the appointment of Successor Agent, pursuant to that certain Successor Collateral Agent Agreement and Guarantee Affirmation, dated July 26, 2017, among the Borrower, the Successor Agent, the Existing Agent and the Subsidiary Loan Parties (the "Successor Collateral Agent Agreement") the Existing Agent desires to assign all of its right, title and interest in and to the Trademark Collateral, including the Trademark Collateral identified on Schedule 1 hereto, to the Successor Agent.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the parties hereto hereby covenant and agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth, or incorporated, in the Credit Agreement, the Security Agreements or the Successor Collateral Agent Agreement, as applicable.

2. Assignment. The Existing Agent irrevocably transfers, assigns, grants, and conveys to the Successor Agent all of the Existing Agent's right, title and interest in and to the Trademark Collateral, including, without limitation, the Trademark Collateral identified on Schedule 1 hereto, all Liens arising under the Security Agreements, and all lien filings and notices relating to the Security Agreements, together with any rider, addendum, exhibit, schedule and attachment thereto.

3. Representations and Warranties of Assignor. This Agreement is an absolute assignment, and is made without recourse, representation, or warranty, express or implied, except that the Existing Agent represents and warrants that (i) it has the requisite power and authority and the legal right to enter into this Agreement, and to perform its obligations hereunder and (ii) this Agreement has been duly executed and delivered on its behalf and is a legal and valid obligation binding upon it and is enforceable in accordance with its terms.

4. Cooperation. The Grantors, the Existing Agent and the Successor Agent shall cooperate with each other to effect the transition of the Collateral Agent function from the Existing Agent to the Successor Agent. Without limitation of the foregoing, (a) the Existing Agent shall deliver to the Successor Agent, on or promptly following the date hereof, the originals of this Agreement, (b) the Grantors and the Existing Agent authorize the Successor Agent to record this Agreement amending the name of the secured party to the Successor Agent, and (c) the Grantors and the Existing Agent agree to perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Successor Agent to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests in the Trademark Collateral.

5. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Expenses. The Grantors agree to reimburse the Existing Agent and the Successor Agent for all reasonable out-of-pocket expenses (including reasonable fees and expenses of counsel) incurred in connection with this Agreement.


7. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or other electronic imaging means shall be effective as an original.

8. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the following have executed this Trademark Security Interest Assignment Agreement effective as of the date first above written.

MORGAN STANLEY SENIOR FUNDING, INC., as the Existing Agent

By: 

Name: Lisa Hanson

Title: Authorized Signatory

[Signature Page to Trademark Security Interest Assignment Agreement]

TRADEMARK
REEL: 006190 FRAME: 0244

JPMORGAN CHASE BANK, N.A., as the Successor Agent

By: 


Name: Douglas Panchal

Title: Executive Director

[Signature Page to Trademark Security Interest Assignment Agreement]

TRADEMARK
REEL: 006190 FRAME: 0245


ZIH CORP.

By: 
Name: Terri Smith
Title: President






Schedule 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK REGISTRATIONS:


Owner	Trademark	Registration No.	Registration Date
Multispectral Solutions, Inc.	MULTISPECTRAL SOLUTIONS, INC.	3,011,960	February 11, 2003
ZIH Corp.	WERENET	2,488,604	September 11, 2001
ZIH Corp.	WERENET	2,493,253	September 25, 2001
ZIH Corp.		4,433,730	November 12, 2013
ZIH Corp.	BAR-ONE	1,835,287	May 10, 1994
ZIH Corp.	COMFYCUFF	3,231,553	April 17, 2007
ZIH Corp.	COMFYCURVE	3,550,084	December 23, 2008
ZIH Corp.	ELTRON	2,144,080	March 17, 1998
ZIH Corp.	ELTRON	1,789,176	August 24, 1993
ZIH Corp.	FAMILY BAND	3,671,190	August 18, 2009
ZIH Corp.	FAMILY BAND	3,698,958	October 20, 2009
ZIH Corp.	FUSION BAND	3,450,344	June 17, 2008
ZIH Corp.	INTEGRA	3,583,843	March 3, 2009
ZIH Corp.	LASER BAND	2,550,744	March 19, 2002
ZIH Corp.	LASERBAND and Design 	3,107,795	June 20, 2006
ZIH Corp.	LASERBAND DURA	3,719,078	December 1, 2009
ZIH Corp.	LASERBAND LABELBAND	3,410,495	April 8, 2008
ZIH Corp.	LASERBAND2	2,849,741	June 1, 2004
ZIH Corp.	LASERBAND360	4,105,835	February 28, 2012

Owner	Trademark	Registration No.	Registration Date
ZIH Corp.	LINK-OS	4,534,220	May 20, 2014
ZIH Corp.	MAKE NO MISTAKE	3,059,606	February 14, 2006
ZIH Corp.	OMNIBAND	3,660,557	July 28, 2009
ZIH Corp.	PARTNER and Design 	2,892,865	October 12, 2004
ZIH Corp.	PARTNERSFIRST	2,859,821	July 6, 2004
ZIH Corp.	PREMIERPARTNER	2,939,512	April 12, 2005
ZIH Corp.	SMART PRINthead	3,066,023	March 7, 2006
ZIH Corp.	STAT*BAND	3,163,788	October 24, 2006
ZIH Corp.	STATBAND	3,169,738	November 7, 2006
ZIH Corp.	STRIPE	1,796,907	October 5, 1993
ZIH Corp.	Stripe Design 	3,761,511	March 16, 2010
ZIH Corp.	TRUE COLOURS	2,566,049	April 30, 2002
ZIH Corp.	Z SERIES	2,473,165	July 31, 2001
ZIH Corp.	Z-BAND	2,017,647	November 19, 1996
ZIH Corp.	ZEBRA	2,173,307	July 14, 1998
ZIH Corp.	ZEBRA	1,566,752	November 21, 1989
ZIH Corp.	ZEBRA	4,050,058	November 1, 2011
ZIH Corp.	ZEBRA	3,043,779	January 17, 2006
ZIH Corp.	ZEBRA	4,128,951	April 17, 2012
ZIH Corp.	ZEBRA	1,274,816	April 24, 1984
ZIH Corp.	Zebra Head Design 	1,561,793	October 24, 1989

Owner	Trademark	Registration No.	Registration Date
ZIH Corp.	Zebra Head Design 	4,050,059	November 1, 2011
ZIH Corp.	Zebra Head Design 	3,043,780	January 17, 2006
ZIH Corp.	Zebra Head Design 	4,128,950	April 17, 2012
ZIH Corp.	Zebra Head Design 	1,360,141	September 17, 1985
ZIH Corp.	Zebra Head Design 	2,059,897	May 6, 1997
ZIH Corp.	ZEBRANET	2,120,347	December 9, 1997
ZIH Corp.	ZPL	1,486,785	May 3, 1988
ZIH Corp.	ZPL II	1,820,502	February 8, 1994
ZIH Corp.	Z-ULTIMATE	1,618,699	October 23, 1990
ZIH Corp.	Z-BAND FUSION	4,706,999	March 24, 2015

TRADEMARK APPLICATIONS

Owner	Trademark	Application No.	Application Date
ZIH Corp.	ELTRON	86/202,866	February 24, 2014
ZIH Corp.	ENTERPRISE ASSET INTELLIGENCE	86/288,968	May 22, 2014
ZIH Corp.	VISIBLE VALUE CHAIN	85/827,195	January 18, 2013
ZIH Corp.	ZATAR	85/865,954	March 4, 2013
ZIH Corp.	ZEBRA	86/143,372	December 13, 2013
ZIH Corp.	ZEBRA	86/153,621	December 28, 2013
ZIH Corp.	ZEBRA	86/350,625	July 28, 2014
ZIH Corp.	Zebra Head Design 	86/143,411	December 13, 2013
ZIH Corp.	Zebra Head Design 	86/153,626	December 28, 2013
ZIH Corp.	Zebra Head Design 	86/350,623	July 28, 2014
ZIH Corp.	ZEBRA MOTION WORKS	86/079,094	September 30, 2013
ZIH Corp.	ZEBRA MOTIONWORKS	86/086,943	October 9, 2013
ZIH Corp.	ZEBRA TECHNOLOGIES 	86/153,623	December 28, 2013
ZIH Corp.	ZEBRA TECHNOLOGIES & Design 	86/143,430	December 13, 2013

Owner	Trademark	Application No.	Application Date
ZIH Corp.	ZEBRA TECHNOLOGIES & Design 	86/351,945	July 30, 2014