

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469208

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Enhanced Vision Systems, Inc.		04/06/2018	Corporation:

RECEIVING PARTY DATA

Name:	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as collateral agent
Street Address:	300 First Stamford Place
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	Banking Corporation: IRELAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	87350911	MOJO
Serial Number:	85761500	SMART READER
Serial Number:	85761503	TRANSFORMER
Serial Number:	85477044	PEBBLE
Serial Number:	85267965	DA VINCI
Serial Number:	85050457	ENHANCED VISION
Serial Number:	78960150	ACROBAT
Serial Number:	78960174	MAX
Serial Number:	78669939	AMIGO
Serial Number:	76034452	MERLIN
Serial Number:	75256780	JORDY

CORRESPONDENCE DATA

Fax Number:

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: 2122942684

Email: trademarkny@winston.com

TRADEMARK

Correspondent Name: Shreyansi Agarwal
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166-4193

ATTORNEY DOCKET NUMBER: 086703.00031

NAME OF SUBMITTER: Shreyansi Agarwal

SIGNATURE: /Shreyansi Agarwal by trademarkny/

DATE SIGNED: 04/10/2018

Total Attachments: 6

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of April 6, 2018 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Second Lien U.S. Pledge and Security Agreement, dated as of November 10, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement:

(a) All U.S. and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) All U.S., and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(c) All U.S., and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the United States Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, U.S. or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the **“Copyrights”**)

Section 2. Recordation. The Grantor authorizes and requests that the the Commissioner of Patents and Trademarks, Register of Copyrights and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.


Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Second Lien Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.


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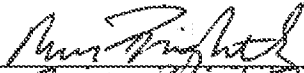
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ENHANCED VISION SYSTEMS, INC., as a Grantor

By: 
Name: Thomas J. Tiernan
Title: Chief Executive Officer

THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent

By: 
Name: JAMES O'CALLAGHAN
Title: V.P.

By: 
Name: Russ Bright
Title: Director

SCHEDULE 1 TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. Patents and Patent Applications

<u>Grantor</u>	<u>Title</u>	<u>Status</u>	<u>Application No. / Filing Date</u>	<u>Patent No. / Issue Date</u>
Enhanced Vision Systems, Inc.	Illumination Assembly For an Optical Viewing Device	Patented	09/169600 10/9/1998	6045238 4/4/2000
Enhanced Vision Systems, Inc.	Portable Vision Aid with Motion Pan	Allowed	15/053912 2/25/2016	—
Enhanced Vision Systems, Inc.	Viewing Aid With Tracking System, and Method of Use	Patented	13/309412 12/1/2011	9626578 4/18/2017
Enhanced Vision Systems, Inc.	Viewing Aid With Tracking System, and Method of Use	Pending	15/488309 4/14/2017	—
Enhanced Vision Systems, Inc.	Portable Vision Aid with Motion Pan	Pending	15/672204 8/8/2017	—
Enhanced Vision Systems, Inc.	Handle for Hand-Held Electronic Video Magnifier	Patented Design	29/460546 7/11/2013	D709116 7/15/2014
Enhanced Vision Systems, Inc.	Vision Aid Device	Pending Design Patent	29/613239 8/8/2017	—
Enhanced Vision Systems, Inc.	Vision Aid Device	Pending Design Patent	29/613240 8/8/2017	—

U.S. Trademark and Trademark Applications

<u>Grantor</u>	<u>Title</u>	<u>Status</u>	<u>Application No. / Filing Date</u>	<u>Reg. No. / Issue Date</u>
Enhanced Vision Systems, Inc.	MOJO	Pending	87350911 2/27/2017	—
Enhanced Vision Systems, Inc.	SMART READER	Registered (Supplemental Register)	85761500 10/23/2012	4534955 5/20/2014
Enhanced Vision Systems, Inc.	TRANSFORMER	Registered	85761503 10/23/2012	4353688 6/18/2013
Enhanced Vision Systems, Inc.	PEBBLE	Registered	85477044 11/18/2011	4175265 7/17/2012
Enhanced Vision Systems, Inc.	DA VINCI	Registered	85267965 3/15/2011	4265114 12/25/2012

Grantor	Title	Status	Application No. / Filing Date	Reg. No. / Issue Date
Enhanced Vision Systems, Inc.	ENHANCED VISION	Registered	85050457 5/28/2010	3907424 1/18/2011
Enhanced Vision Systems, Inc.	ACROBAT	Registered	78960150 8/24/2006	3258524 7/3/2007
Enhanced Vision Systems, Inc.	MAX	Registered	78960174 8/24/2006	3258526 7/3/2007
Enhanced Vision Systems, Inc.	AMIGO	Registered	78669939 7/13/2005	3184905 12/12/2006
Enhanced Vision Systems, Inc.	MERLIN	Registered	76034452 4/25/2000	2621939 9/17/2002
Enhanced Vision Systems, Inc.	JORDY	Registered	75256780 3/13/1997	2327059 3/7/2000