

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500362

<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>
Bell and Howell, LLC		12/03/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85612377	SPRINTER	
<b>Serial Number:</b>	85612450	PRODUCER	
<b>Serial Number:</b>	85612453	FORERUNNER	
<b>Serial Number:</b>	85612459	ASCENDER	
<b>Serial Number:</b>	85329511	BELL + HOWELL	
<b>Serial Number:</b>	85113850	INVELOPER	
<b>Serial Number:</b>	77607560	PROSERV	
<b>Serial Number:</b>	77527957	JETVISION	
<b>Serial Number:</b>	76276357	INTELLACTR	
<b>Serial Number:</b>	75659381	PINNACLE	
<b>Serial Number:</b>	75582365	TRANSFORMER	
<b>Serial Number:</b>	75459622	INTELLASERT	
<b>Serial Number:</b>	74506953	AIM	
<b>Serial Number:</b>	74145608	BELL & HOWELL	
<b>Serial Number:</b>	73266237	MAILMOBILE	
<b>Serial Number:</b>	72149912	PHILLIPSBURG	
<b>Serial Number:</b>	87926000	BH QUICKCART	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

**Fax Number:** 2129408776

***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:** 212.940.6562

**Email:** joanne.arnold@kattenlaw.com

**Correspondent Name:** Joanne BL Arnold

**Address Line 1:** Katten Muchin Rosenman LLP

**Address Line 2:** 575 Madison Avenue

**Address Line 4:** New York, NEW YORK 10022

<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold
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<b>SIGNATURE:</b>	/Joanne BL Arnold/
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<b>DATE SIGNED:</b>	12/03/2018
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 3, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and 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 Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and 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 Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties 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, 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

Very truly yours,

BELL AND HOWELL, LLC  
as Grantor

By: 

Name: Kevin Twomey  
Title: Secretary

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: 


Name: Richard Davidson

Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
Bell and Howell, LLC	SPRINTER	85612377	4/30/12	4351409	6/11/13
Bell and Howell, LLC	PRODUCER	85612450	4/30/12	4491749	3/4/14
Bell and Howell, LLC	FORERUNNER	85612453	4/30/12	4293467	2/19/13
Bell and Howell, LLC	ASCENDER	85612459	4/30/12	4296538	2/26/13
Bell and Howell, LLC		85329511	5/25/11	4207156	9/11/12
Bell and Howell, LLC	INVELOPER	85113850	8/23/10	4029812	9/20/11
Bell and Howell, LLC	PROSERV	77607560	11/5/08	3719784	12/01/09
Bell and Howell, LLC	JETVISION	77527957	7/22/08	3583010	3/3/09
Bell and Howell, LLC	INTELLACTR	76276357	6/25/01	2681788	1/28/03
Bell and Howell, LLC	PINNACLE	75659381	3/12/99	2856145	6/22/04
Bell and Howell, LLC	TRANSFORMER	75582365	11/3/98	2376735	8/15/00
Bell and Howell, LLC	INTELLASERT	75459622	3/31/98	2402463	11/7/00
Bell and Howell, LLC	AIM	74506953	3/30/94	1879525	2/21/95
Bell and Howell, LLC	BELL & HOWELL	74145608	3/7/91	1753473	2/23/93
Bell and Howell, LLC	MAILMOBILE	73266237	6/13/80	1179022	11/24/81
Bell and Howell, LLC	PHILLIPSBURG	72149912	7/27/62	0767086	3/24/64

2. TRADEMARK APPLICATIONS

Owner	Mark	Application No.	Application Date
Bell and Howell, LLC	BH QUICKCART	87926000	5/17/18