

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511195

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TAB PRODUCTS CO. LLC		02/20/2019	Limited Liability Company: DELAWARE
TAB PRODUCTS OF CANADA, CO.		02/20/2019	UNLIMITED COMPANY: NOVA SCOTIA

RECEIVING PARTY DATA

Name:	MIDCAP BUSINESS CREDIT LLC
Street Address:	433 South Main Street
City:	West Hartford
State/Country:	CONNECTICUT
Postal Code:	06110
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	5222382	SIMPLECHART
Registration Number:	5235261	TAB EXPRESS
Registration Number:	4520814	TAB
Registration Number:	4520815	
Registration Number:	4562713	TAB-TRAC
Registration Number:	4179343	TAB
Registration Number:	4070027	AMES
Registration Number:	4524053	MANAGING PHYSICAL AND ELECTRONIC RECORDS
Registration Number:	4464562	FUSIONRMS
Registration Number:	4464563	TAB FUSIONRMS
Registration Number:	4127759	YOUR PARTNER FOR HEALTHY RECORDS
Registration Number:	4028591	YOUR PARTNER FOR HEALTHY RECORDS
Registration Number:	4498310	A FOLDER THAT DOESN'T COST THE EARTH
Registration Number:	3387206	ETERNAFILM
Registration Number:	3350633	FORTIFILE
Registration Number:	2401729	THE KNOWLEDGE BEHIND THE DOCUMENT
Registration Number:	2724585	POWER-TRAC

CH \$615.00 5222382

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3795344	AMES
Registration Number:	2294854	AMES COLOR-FILE
Registration Number:	2002567	JETER
Registration Number:	1838943	TABQUIK
Registration Number:	0670924	SPACEFINDER
Serial Number:	87361654	TAB
Serial Number:	87361922	STORE IT. FIND IT. USE IT.

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.

Email: kansley@stradley.com
Correspondent Name: Kareem Ansley
Address Line 1: Stradley Ronon
Address Line 2: 100 Park Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	187978-0012
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	02/22/2019

Total Attachments: 14
source=Intellectual Property Security Agreement#page1.tif
source=Intellectual Property Security Agreement#page2.tif
source=Intellectual Property Security Agreement#page3.tif
source=Intellectual Property Security Agreement#page4.tif
source=Intellectual Property Security Agreement#page5.tif
source=Intellectual Property Security Agreement#page6.tif
source=Intellectual Property Security Agreement#page7.tif
source=Intellectual Property Security Agreement#page8.tif
source=Intellectual Property Security Agreement#page9.tif
source=Intellectual Property Security Agreement#page10.tif
source=Intellectual Property Security Agreement#page11.tif
source=Intellectual Property Security Agreement#page12.tif
source=Intellectual Property Security Agreement#page13.tif
source=Intellectual Property Security Agreement#page14.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 20th day of February, 2019, by and among **MIDCAP BUSINESS CREDIT LLC**, a Texas limited liability company (“**Lender**”) and **TAB PRODUCTS CO. LLC**, a Delaware limited liability company and **TAB PRODUCTS OF CANADA, CO.**, a Nova Scotia unlimited company (collectively, “**Grantor**”).

RECITALS

A. The Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor, dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Lender, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the “**Copyrights**”);

Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);

Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”);

All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on **Exhibit D** attached hereto (collectively, the “**Mask Works**”);

Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Lender under the Credit Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement can be waived, modified or amended only explicitly in a writing signed by Lender and Grantor. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender’s rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender’s option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Grantor under this Intellectual Property Security Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights Grantor may have against prior

parties, to realize on the Copyrights, Patents, Trademarks and Master Works at all or in any particular manner or order, or to apply any cash proceeds of Copyrights, Patents, Trademarks and Master Works in any particular order of application. This Intellectual Property Security Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective participants, successors and assigns and shall take effect when signed by Grantor and delivered to Lender, and Grantor waives notice of Lender's acceptance hereof. Lender may execute this Intellectual Property Security Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Intellectual Property Security Agreement shall not affect or impair the validity or effectiveness of this Intellectual Property Security Agreement. A carbon, photographic or other reproduction of this Intellectual Property Security Agreement or of any financing statement signed by Grantor shall have the same force and effect as the original for all purposes of a financing statement. This Intellectual Property Security Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Intellectual Property Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Intellectual Property Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Intellectual Property Security Agreement shall survive the execution, delivery and performance of this Intellectual Property Security Agreement and the creation and payment of the Obligations. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Intellectual Property Security Agreement by facsimile transmission or by any other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

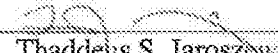
[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

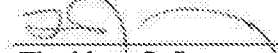
605 Fourth Street
Mayville, Wisconsin 53050
Attn: John Palmer

GRANTOR:
TAB PRODUCTS CO. LLC

By: 
Name: Thaddeus S. Jaroszewicz
Title: Chief Executive Officer

**TAB PRODUCTS OF CANADA, CO. / LES
PRODUITS TAB DU CANADA CIE**

:

By: 
Name: Thaddeus S. Jaroszewicz
Title: Chief Executive Officer

Address of Lender:

433 South Main Street
West Hartford, Connecticut 06110
Attn: Steven A. Samson, President

LENDER:
MIDCAP BUSINESS CREDIT LLC

By: _____
Name: Steven A. Samson
Title: President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006570 FRAME: 0710

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

605 Fourth Street
Mayville, Wisconsin 53050
Attn: John Palmer

GRANTOR:
TAB PRODUCTS CO. LLC

By: _____
Name: Thaddeus S. Jaroszewicz
Title: Chief Executive Officer

**TAB PRODUCTS OF CANADA, CO. / LES
PRODUITS TAB DU CANADA CIE**

By: _____
Name: Thaddeus S. Jaroszewicz
Title: Chief Executive Officer

Address of Lender:

433 South Main Street
West Hartford, Connecticut 06110
Attn: Steven A. Samson, President

LENDER:
MIDCAP BUSINESS CREDIT LLC


By:  _____
Name: Steven A. Samson
Title: President

EXHIBIT A

Copyrights

Title	Document Number	Date	Owner
Conversion Procedures: Tab Products Co. TX 58-682	V3590D412	2010-02-11	TAB PRODUCTS CO. LLC
Jeter Systems filing supplies catalog	V3590D412	2010-02-11	TAB PRODUCTS CO. LLC
Jeter systems filing supplies catalog	V3561D744	2008-02-25	TAB PRODUCTS CO. LLC
Jeter systems filing supplies catalog	V3560D294	2008-01-07	TAB PRODUCTS CO. LLC
Conversion procedures: Tab Products Company	Txu000058682	1980-12-29	TAB PRODUCTS CO. LLC
Conversion procedures / Txu 58-682	V3506D295	2003-09-29	TAB PRODUCTS CO. LLC
No titles given	V3506D294	2003-09-25	TAB PRODUCTS CO. LLC
Conversion procedures / Txu 58-682	V3494D241	2003-05-12	TAB PRODUCTS CO. LLC
Conversion procedures / Txu 58-682	V3490D926	2002-11-01	TAB PRODUCTS CO. LLC

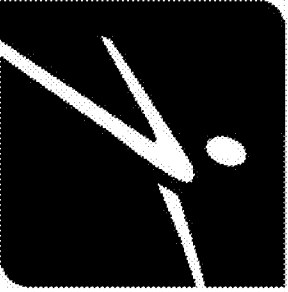
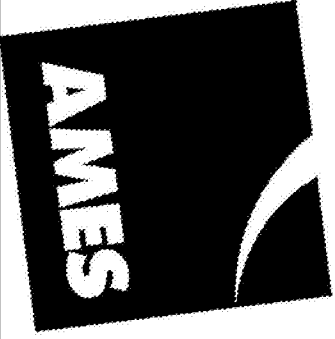
EXHIBIT B

Patents

Title	Application Number	Application Date	Patent/Publication Number	Publication Date	Assignee - Current US
COMPOSITE FILE FOLDER	US10/771,441	2004-02-05	US7360329B2	2008-04-22	TAB PRODUCTS OF CANADA
COMPOSITE FILE FOLDER	CA2421694	2003-03-12	CA2421694C	2010-06-01	TAB PRODUCTS OF CANADA, CO.


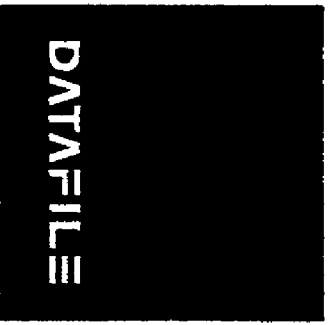
EXHIBIT C
Trademarks

Mark	Application No./ Registration No.	Filing Date	Registration Date	Owner
	87361654	07-MAR-2017	N/A	TAB PRODUCTS CO. LLC
	Published (Pending) Intent to Use			
STORE IT. FIND IT. USE IT.	87361922	07-MAR-2017	N/A	TAB PRODUCTS CO. LLC
	Published (Pending) Intent to Use			
SIMPLECHART	5222382	02-NOV-2016	13-JUN-2017	TAB PRODUCTS CO. LLC
TAB EXPRESS	5235261	30-JUN-2016	04-JUL-2017	TAB PRODUCTS CO. LLC
TAB	4520814	09-AUG-2013	29-APR-2014	TAB PRODUCTS CO. LLC

Mark	Application No./ Registration No.	Filing Date	Registration Date	Owner
	4520815	09-AUG-2013	29-APR-2014	TAB PRODUCTS CO. LLC
TAB-TRAC	4562713	01-AUG-2013	08-JUL-2014	TAB PRODUCTS CO. LLC
TAB	4179343	06-DEC-2011	24-JUL-2012	TAB PRODUCTS CO. LLC
	4070027	29-MAR-2011	13-DEC-2011	TAB PRODUCTS CO. LLC
MANAGING PHYSICAL AND ELECTRONIC RECORDS TOGETHER	4524053	24-MAR-2011	06-MAY-2014	TAB PRODUCTS OF CANADA, CO.
FUSIONRMS	4464562	24-MAR-2011	14-JAN-2014	TAB PRODUCTS CO. LLC

Mark	Application No./ Registration No.	Filing Date	Registration Date	Owner
TAB FUSIONRMS	4464563	24-MAR-2011	14-JAN-2014	TAB PRODUCTS CO. LLC
YOUR PARTNER FOR HEALTHY RECORDS	4127759	23-FEB-2011	17-APR-2012	TAB PRODUCTS CO. LLC
YOUR PARTNER FOR HEALTHY RECORDS	4028591	23-FEB-2011	20-SEP-2011	TAB PRODUCTS CO. LLC
A FOLDER THAT DOESN'T COST THE EARTH	4498310	24-SEP-2009	18-MAR-2014	TAB PRODUCTS OF CANADA CO.
ETERNAFILM	3387206	19-NOV-2003	26-FEB-2008	TAB PRODUCTS OF CANADA CO.
FORTIFILE	3350633	31-OCT-2003	11-DEC-2007	TAB PRODUCTS OF CANADA CO.
THE KNOWLEDGE BEHIND THE DOCUMENT	2401729	28-JUN-1999	07-NOV-2000	TAB PRODUCTS CO. LLC
POWER-TRAC	2724585	07-JUN-1999	10-JUN-2003	TAB PRODUCTS CO. LLC
AMES	3795344	22-OCT-1998	25-JUL-2000	TAB PRODUCTS CO. LLC
AMES COLOR-FILE	2294854	18-JUL-1996	30-NOV-1999	TAB PRODUCTS CO. LLC
JETER	2002567	02-JUN-1995	24-SEP-1996	TAB PRODUCTS CO. LLC

Mark	Application No./ Registration No.	Filing Date	Registration Date	Owner
TABOUK	1838943	17-JUL-1992	07-JUN-1994	TAB PRODUCTS CO. LLC
SPACEFINDER	0670924	October 22, 1957	December 9, 1958	TAB Products Co. LLC
WHITESPACE	TMA958613	23-DEC-2013	21-DEC-2016	Tab Products of Canada, Co.
TAB FUSIONRMS	TMA861337	24-SEP-2010	26-SEP-2013	Tab Products of Canada, Co.
FUSIONRMS	TMA861338	24-SEP-2010	26-SEP-2013	Tab Products of Canada, Co.
MANAGING PHYSICAL AND ELECTRONIC RECORDS TOGETHER	TMA861339	24-SEP-2010	26-SEP-2013	Tab Products of Canada, Co.
A FOLDER THAT DOESN'T COST THE EARTH	TMA820453	24-MAR-2009	22-MAR-2012	Tab Products of Canada, Co.
ETERNAFILM	TMA677668	07-NOV-2003	27-NOV-2006	Tab Products of Canada, Co.
FORTIFILE	TMA675809	08-OCT-2003	31-OCT-2006	Tab Products of Canada, Co.
TAB PRODUCTS OF CANADA	TMA607472	03-DEC-2001	13-APR-2004	Tab Products of Canada, Co.

Mark	Application No./ Registration No.	Filing Date	Registration Date	Owner
	TMAA600204	03-DEC-2001	21-JAN-2004	Tab Products of Canada, Co.
	TMAA429734	26-MAY-1993	24-JUN-1994	Tab Products of Canada, Co.
FILELAW	TMAA406557	15-JAN-1992	18-DEC-1992	Tab Products of Canada, Co.
DATAFILE	TMAA260721	28-JAN-1980	10-JUL-1981	Tab Products of Canada, Co.
DATABOX	TMAA249167	28-JAN-1980	08-AUG-1980	Tab Products of Canada, Co.
COMPUCOLOR	TMAA248490	28-DEC-1979	25-JUL-1980	Tab Products of Canada, Co.
TAB PRODUCTS OF	TMAA172530	12-JUN-1969	06-NOV-1970	Tab Products of Canada, Co.

Mark	Application No./ Registration No.	Filing Date	Registration Date	Owner
CANADA				
TAB	TMA125474	12-MAY-1961	16-FEB-1962	Tab Products of Canada, Co.
UNIT SPACEFINDER	TMA174609	12-MAY-1961	19-FEB-1971	Tab Products of Canada, Co.

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.