

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM520805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plex System, Inc.		03/27/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4382279	PLEX SYSTEMS	
Registration Number:	4382280	VISIONPLEX	
Registration Number:	4374719	INTELLIPLEX	
Registration Number:	4320122	POWERPLEX	
Registration Number:	3804084	PLEX ONLINE	
Registration Number:	4581034	PLEX TV	
Registration Number:	5617305	DEMANDCASTER	
Registration Number:	4964296	FROM THE SHOP FLOOR TO THE TOP FLOOR	
Registration Number:	4794552		
Registration Number:	4735131	SMARTPLEX	
Registration Number:	4762967	PLEX THE MANUFACTURING CLOUD	
Registration Number:	4771334	PLEX	
Registration Number:	4771335	PLEX MANUFACTURING CLOUD	
Registration Number:	3460886	DEMANDCASTER	
Registration Number:	3084545	CADENT RESOURCES	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-19012
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	04/25/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

March 27, 2019

WHEREAS, PLEX SYSTEMS, INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and **PNC Bank, National Association** as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all of its all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto), all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict or is inconsistent with the Security Agreement, the provisions of the Security Agreement shall govern and control.

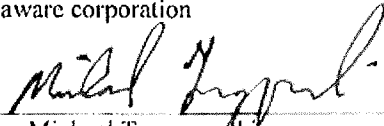
THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


PLEX SYSTEMS, INC.,
a Delaware corporation

By: 
Name: Michael Twarozynski
Title: Assistant Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as the Collateral Agent

By: 
Name: Aznaur Midov
Title: Vice President



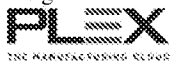
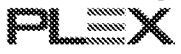
[Signature Page to Trademark Security Agreement]


SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

Trademark	Country	Appl. Number	Appl. Date	Reg. Number	Reg. Date	Status	Registrant
PLEX SYSTEMS	U.S. Federal	85644547	6/6/2012	4382279	8/13/2013	Registered	PLEX SYSTEMS, INC. 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326
VISIONPLEX	U.S. Federal	85644552	6/6/2012	4382280	8/13/2013	Registered	PLEX SYSTEMS, INC. 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326
INTELLIPLEX	U.S. Federal	85644554	6/6/2012	4374719	7/30/2013	Registered	PLEX SYSTEMS, INC. 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326
POWERPLEX	U.S. Federal	85644693	6/6/2012	4320122	4/16/2013	Registered	PLEX SYSTEMS, INC. 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326
PLEX ONLINE	U.S. Federal	77621720	11/25/2008	3804084	1/15/2010	Registered	PLEX SYSTEMS, INC. 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326

Trademark	Country	Appl. Number	Appl. Date	Reg. Number	Reg. Date	Status	Registrant
PLEX TV	U.S. Federal	85841967	02/06/2013	4581034	8/5/2014	Registered	PLEX SYSTEMS, INC. 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326
DEMANDCASTER and Design 	U.S. Federal	87884258	4/19/2018	5617305	11/27/2018	Registered	PLEX SYSTEMS, INC.
FROM THE SHOP FLOOR TO THE TOP FLOOR	U.S. Federal	86778310	10/5/2015	4964296	5/24/2016	Registered	PLEX SYSTEMS, INC.
Design Only 	U.S. Federal	86497312	1/7/2015	4794552	8/18/2015	Registered	PLEX SYSTEMS, INC.
SMARTPLEX	U.S. Federal	86407106	9/26/2014	4735131	5/12/2015	Registered	PLEX SYSTEMS, INC.
PLEX THE MANUFACTURING CLOUD and Design 	U.S. Federal	86247979	4/10/2014	4762967	6/30/2015	Registered	PLEX SYSTEMS, INC.
PLEX and Design 	U.S. Federal	86245712	4/8/2014	4771334	7/14/2015	Registered	PLEX SYSTEMS, INC.

Trademark	Country	Appl. Number	Appl. Date	Reg. Number	Reg. Date	Status	Registrant
PLEX MANUFACTURING CLOUD	U.S. Federal	86245828	4/8/2014	4771335	7/14/2015	Registered	PLEX SYSTEMS, INC.
DEMANDCASTER and Design  DemandCaster	U.S. Federal	77256903	8/16/2007	3460886	7/8/2008	Registered (Renewed)	PLEX SYSTEMS, INC.
CADENT RESOURCES	U.S. Federal	78463300	8/6/2004	3084545	4/25/2006	Registered (Renewed)	PLEX SYSTEMS, INC.