

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Transfer of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zebra Technologies Corporation		07/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	CIB DMO WLO, Mail code NY1-C413, 4CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Bank: OHIO		
PROPERTY NUMBERS Total: 56			
Property Type	Number	Word Mark	
Registration Number:	1835287	BAR-ONE	
Registration Number:	4620363	ELTRON	
Registration Number:	1789176	ELTRON	
Registration Number:	2144080	ELTRON	
Registration Number:	3583843	INTEGRA	
Registration Number:	2550744	LASER BAND	
Registration Number:	3107795	LASERBAND	
Registration Number:	2849741	LASERBAND2	
Registration Number:	4534220	LINK-OS	
Registration Number:	4433730		
Registration Number:	3660557	OMNIBAND	
Registration Number:	2859821	PARTNERSFIRST	
Registration Number:	2939512	PREMIERPARTNER	
Registration Number:	3163788	STAT*BAND	
Registration Number:	3169738	STATBAND	
Registration Number:	1796907	STRIPE	
Registration Number:	2566049	TRUE COLOURS	
Registration Number:	4625546	VISIBLE VALUE CHAIN	
Registration Number:	2493253	WHERE NET	
TRADEMARK			

OP \$1415.00 1835287

Property Type	Number	Word Mark
Registration Number:	2488604	WHERE NET
Registration Number:	2473165	Z SERIES
Registration Number:	4653520	ZATAR
Registration Number:	2017647	Z-BAND
Registration Number:	4706999	Z-BAND FUSION
Registration Number:	3043779	ZEBRA
Registration Number:	2173307	ZEBRA
Registration Number:	1274816	ZEBRA
Registration Number:	4786639	ZEBRA
Registration Number:	4969397	ZEBRA
Registration Number:	4128951	ZEBRA
Registration Number:	1566752	ZEBRA
Registration Number:	4685817	ZEBRA
Registration Number:	1561793	
Registration Number:	2059897	
Registration Number:	3043780	
Registration Number:	4685819	
Registration Number:	5032415	
Registration Number:	5036901	
Registration Number:	4128950	
Registration Number:	1360141	
Registration Number:	4616270	ZEBRA MOTIONWORKS
Registration Number:	5037017	ZEBRA TECHNOLOGIES
Registration Number:	4748887	ZEBRA TECHNOLOGIES
Registration Number:	4685818	ZEBRA TECHNOLOGIES
Registration Number:	2120347	ZEBRANET
Registration Number:	1486785	ZPL
Registration Number:	1820502	ZPL II
Registration Number:	1618699	Z-ULTIMATE
Registration Number:	4979125	
Registration Number:	5312229	ZEBRA ONECARE
Serial Number:	87428776	SMARTLENS
Serial Number:	87531424	SAVANNA
Serial Number:	87495276	
Serial Number:	87495189	
Serial Number:	87495267	
Serial Number:	87495258	

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:** 202.370.4750**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Joanna McCall**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:	1103409
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	07/03/2019

Total Attachments: 8

source=#92225764v1 - (Zebra - Trademark - Notice of Transfer of Security Interest - Filing)#page2.tif

source=#92225764v1 - (Zebra - Trademark - Notice of Transfer of Security Interest - Filing)#page3.tif

source=#92225764v1 - (Zebra - Trademark - Notice of Transfer of Security Interest - Filing)#page4.tif

source=#92225764v1 - (Zebra - Trademark - Notice of Transfer of Security Interest - Filing)#page5.tif

source=#92225764v1 - (Zebra - Trademark - Notice of Transfer of Security Interest - Filing)#page6.tif

source=#92225764v1 - (Zebra - Trademark - Notice of Transfer of Security Interest - Filing)#page7.tif

source=#92225764v1 - (Zebra - Trademark - Notice of Transfer of Security Interest - Filing)#page8.tif

source=#92225764v1 - (Zebra - Trademark - Notice of Transfer of Security Interest - Filing)#page9.tif

NOTICE OF TRANSFER OF SECURITY INTEREST IN TRADEMARKS

July 1, 2019

WHEREAS, ZIH CORP. (“**ZIH**”) and Zebra Technologies Corporation (“**ZTC**”) are party to a Security Agreement dated as of October 27, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among ZIH and ZTC, the other Grantors party thereto and JPMorgan Chase Bank, N.A., as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), pursuant to which ZIH granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below);

WHEREAS, in connection with the Security Agreement, ZIH entered into and executed a Trademark Security Agreement dated as of October 27, 2014, by and among ZIH, Morgan Stanley Senior Funding, Inc. (as predecessor-in-interest to the Collateral Agent) and the other Grantors party thereto which was recorded with the United States Patent and Trademark Office (the “**USPTO**”) on October 29, 2014 at Reel/Frame No. 5390/0497 (the “**2014 Security Agreement**”);

WHEREAS, in connection with the Security Agreement, ZIH entered into and executed a Trademark Security Agreement dated as of September 7, 2017, by and among ZIH and the Collateral Agent which was recorded with the USPTO on October 25, 2017 at Reel/Frame No. 6190/0231 (the “**2017 Security Agreement**,” and collectively with the 2014 Security Agreement, the “**Trademark Security Agreements**”);

WHEREAS, ZIH merged with and into ZTC, effective as of December 20, 2018 (the “**Merger**”), via a Certificate of Ownership recorded with the USPTO on January 22, 2019 at Reel/Frame No. 6532/0006, pursuant to which ownership of the Trademark Collateral passed from ZIH to ZTC; and

WHEREAS, ZTC and the Collateral Agent (each, a “**Party**,” and collectively, the “**Parties**”) wish to acknowledge that, by virtue of the Merger and transfer of ownership of the Trademark Collateral from ZIH to ZTC, the security interest granted to the Collateral Agent (for the benefit of the Secured Parties) in such Trademark Collateral by the Security Agreement and the Trademark Security Agreements is still in effect.

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 to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement and the Trademark Security Agreements, ZTC hereby acknowledges the existence of an ongoing security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in all of ZTC’s right, title and interest in and to the following property, in each case that was formerly owned by ZIH and was transferred to ZTC pursuant to the Merger (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) 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 (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);
- (ii) all goodwill of such ZIH’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 and accepted by the USPTO (but only until such statement or amendment is filed and accepted by the USPTO), and solely to the extent that, and solely during the period 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.

ZTC 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 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 with the Security Agreement, the provisions of the Security Agreement shall control.

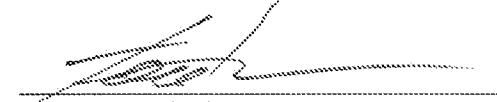
THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION 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, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

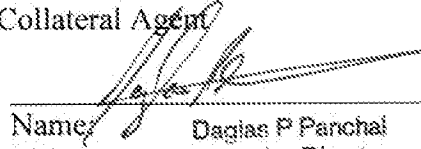
**ZEBRA TECHNOLOGIES
CORPORATION**

By: 
Name: Todd Beck
Title: Authorized Officer

Accepted and Agreed:

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

By:


Name: Dajias P Panchal
Title: Executive Director

[Signature Page to Notice of Transfer of Security Interest in Trademarks]

TRADEMARK
REEL: 006686 FRAME: 0105

SCHEDULE A
to
NOTICE OF TRANSFER OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date
BAR-ONE	1835287	1994-05-10
ELTRON	4620363	2014-10-14
ELTRON	1789176	1993-08-24
ELTRON	2144080	1998-03-17
INTEGRA	3583843	2009-03-03
LASER BAND	2550744	2002-03-19
LASERBAND & Design	3107795	2006-06-20
LASERBAND2	2849741	2004-06-01
LINK-OS	4534220	2014-05-20
NFC DESIGN	4433730	2013-11-12
OMNIBAND	3660557	2009-07-28
PARTNERSFIRST	2859821	2004-07-06
PREMIERPARTNER	2939512	2005-04-12
STAT*BAND	3163788	2006-10-24
STATBAND	3169738	2006-11-07
STRIPE	1796907	1993-10-05
TRUE COLOURS	2566049	2002-04-30
VISIBLE VALUE CHAIN	4625546	2014-10-21
WHERE NET	2493253	2001-09-25
WHERE NET	2488604	2001-09-11
Z SERIES	2473165	2001-07-31
ZATAR	4653520	2014-12-09

Trademark	Registration Number	Registration Date
Z-BAND	2017647	1996-11-19
Z-BAND FUSION	4706999	2015-03-24
ZEBRA	3043779	2006-01-17
ZEBRA	2173307	1998-07-14
ZEBRA	1274816	1984-04-24
ZEBRA	4786639	2015-08-04
ZEBRA	4969397	2016-05-31
ZEBRA	4128951	2012-04-17
ZEBRA	1566752	1989-11-21
ZEBRA	4685817	2015-02-10
ZEBRA HEAD DESIGN	1561793	1989-10-24
ZEBRA HEAD DESIGN	2059897	1997-05-06
ZEBRA HEAD DESIGN	3043780	2006-01-17
ZEBRA HEAD DESIGN	4685819	2015-02-10
ZEBRA HEAD DESIGN	5032415	2016-08-20
ZEBRA HEAD DESIGN	5036901	2016-09-06
ZEBRA HEAD DESIGN	4128950	2012-04-17
ZEBRA HEAD DESIGN	1360141	1985-09-17
ZEBRA MOTIONWORKS	4616270	2014-10-07
ZEBRA TECHNOLOGIES Design	5037017	2016-09-06
ZEBRA TECHNOLOGIES Design	4748887	2015-06-02
ZEBRA TECHNOLOGIES Design	4685818	2015-02-10
ZEBRANET	2120347	1997-12-09
ZPL	1486785	1988-05-03
ZPL II	1820502	1994-02-08
Z-ULTIMATE	1618699	1990-10-23
Zebra Head (stylized)	4979125	2016-06-14
ZEBRA ONECARE	5312229	2017-10-17

TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date
Zebra Head (stylized)	4088097761	2016-10-18
SMARTLENS	87/428776	2017-04-27
SAVANNA	87/531424	2017-07-17
Business Form	87/495276	2017-06-19
Business Form	87/495189	2017-06-19
Business Form	87/495267	2017-06-19
Business Form	87/495258	2017-06-19