

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3263553

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
BERCOM INTERNATIONAL, LLC		03/11/2015
RECEIVING PARTY DATA		
Name:	ANCHOR BANK, N.A.	
Street Address:	10710 TOWN SQUARE DRIVE NE	
City:	BLAINE	
State/Country:	MINNESOTA	
Postal Code:	55449	
PROPERTY NUMBERS Total: 46		
Property Type	Number	
Patent Number:	D568018	
Patent Number:	D566918	
Patent Number:	D576474	
Patent Number:	D604592	
Patent Number:	D581119	
Patent Number:	D606720	
Patent Number:	D617517	
Patent Number:	D634907	
Patent Number:	D661855	
Patent Number:	D460845	
Patent Number:	D697281	
Patent Number:	6708838	
Patent Number:	6991829	
Patent Number:	7644835	
Patent Number:	8550285	
Patent Number:	8556116	
Patent Number:	8919604	
Application Number:	14563428	
Patent Number:	D604920	
Patent Number:	D613016	

PATENT

Property Type	Number
Patent Number:	D656284
Patent Number:	D668412
Patent Number:	8162169
Patent Number:	8444000
Patent Number:	7959030
Patent Number:	D581118
Patent Number:	D604471
Patent Number:	D627119
Patent Number:	D607624
Patent Number:	D493035
Patent Number:	D607170
Patent Number:	D619319
Patent Number:	D630394
Patent Number:	D612119
Patent Number:	D615265
Patent Number:	D630393
Patent Number:	D549913
Patent Number:	D678638
Patent Number:	D673339
Patent Number:	D692198
Patent Number:	D690482
Patent Number:	D702907
Application Number:	29486816
Application Number:	62107029
Patent Number:	D723235
Application Number:	29491131

CORRESPONDENCE DATA

Fax Number: (612)877-5211

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.

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Correspondent Name: GLEN E. SCHUMANN/MOSS & BARNETT

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ATTORNEY DOCKET NUMBER:	45885.8
NAME OF SUBMITTER:	GLEN E SCHUMANN

SIGNATURE:	/Glen E Schumann/
DATE SIGNED:	03/12/2015
Total Attachments: 8 source=458858ExecutedPatentTrademarkSecurityAgreement#page1.tif source=458858ExecutedPatentTrademarkSecurityAgreement#page2.tif source=458858ExecutedPatentTrademarkSecurityAgreement#page3.tif source=458858ExecutedPatentTrademarkSecurityAgreement#page4.tif source=458858ExecutedPatentTrademarkSecurityAgreement#page5.tif source=458858ExecutedPatentTrademarkSecurityAgreement#page6.tif source=458858ExecutedPatentTrademarkSecurityAgreement#page7.tif source=458858ExecutedPatentTrademarkSecurityAgreement#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made this 11th day of March, 2015, by and between Bercom International, LLC, a Minnesota limited liability company ("Borrower"), in favor of Anchor Bank, N.A., a national banking association ("Lender").

RECITALS

A. Pursuant to a revolving and term credit agreement dated of even date herewith by and between the Borrower and Lender, as may be amended, restated or replaced from time to time (collectively, "Credit Agreement"), Lender has agreed to make certain loans and to extend other credit accommodations to the Borrower. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the same meanings as defined in the Credit Agreement.

B. The Borrower's obligations under the Credit Agreement are secured by a security agreement dated of even date herewith executed and delivered by the Borrower in favor of the Lender ("Security Agreement").

C. The Lender has required as a condition precedent to the loans and other credit accommodations under the Credit Agreement that the Borrower execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the above-stated recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower covenants and agrees as follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference.

2. The Borrower hereby grants to Lender a continuing security interest in all of Borrower's interests, whether now owned or hereafter acquired, in all of the following (collectively, "IP Collateral"):

- (a) all of the Patents and Patent applications described on **Exhibit "A"** attached hereto and made a part hereof;
- (b) all divisionals, reissues, continuations, continuations-in-part, re-examinations, extensions, foreign equivalent applications and all resulting patents of the foregoing;
- (c) all of the trademarks and trademark applications described on **Exhibit "B"** attached hereto and made a part hereof;
- (d) all divisionals, reissues, continuations, continuations-in-part, re-examinations, extensions, foreign equivalent applications and all resulting trademarks of the foregoing; and

- (e) products and proceeds of all of the foregoing, including, without limitation, any claim by the Borrower against third parties for infringement or dilution of any of the foregoing.

3. The security interests granted pursuant to this Agreement are granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement. The Borrower hereby acknowledges and confirms that the rights and remedies of the Lender with respect to the security interest in the IP Collateral are as more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference.

4. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- (a) When SBA is the holder of the Notes, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- (b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Notes secured by this instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK AND THE FOLLOWING PAGE IS THE SIGNATURE AND NOTARY PAGE.

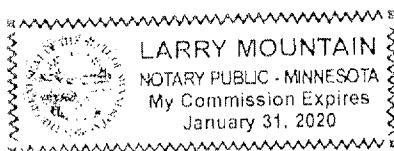
IN WITNESS WHEREOF, the undersigned by its authorized agents or officers have caused this Agreement to be duly executed on the date first above written.

Bercom International, LLC
(a Minnesota limited liability company)

By: Mark W. Bergman
Mark W. Bergman
Its: Chief Manager/President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 14 day of March, 2015, by Mark W. Bergman, the Chief Manager/President of Bercom International, a Minnesota limited liability company, on behalf of the limited liability company.



7
Notary Public

This is the signature and notary page to that certain Patent and Trademark Security Agreement dated March 11, 2015.

2780563v1

EXHIBIT "A"
PATENTS AND APPLICATION FOR PATENTS

Patent Matters - United States

Application No.	Patent No.	Filing Date
<i>A. "Paint Container Cover"</i>		
29/216,708	D568,018	11/8/2004
29/228,854	D566,918	4/29/2005
<i>B. "Cord Hook"</i>		
29/297,900	D576,474	11/21/2007
29/318,620	D604,592	5/23/2008
<i>C. "Paint Container"</i>		
29/269,450	D581,119	11/30/2006
29/326,063	D606,720	10/10/2008
<i>D. "Hand-Held Paint Container"</i>		
29/297,901	D617,517	11/21/2007
29/360,960	D634,907	05/04/2010
29/387,952	D661,855	3/22/2011
<i>E. "Hand-Held Container"</i>		
29/148,499	D460,845	9/21/2001
29/387,914	D697,281	3/21/2011
<i>F. "Hand-Held Vessel"</i>		
09/961,090	US 6,708,838	9/21/2001
10/730,691	US 6,991,829	12/8/2003
11/085,457	US 7,644,835	3/21/2005
11/524,132	US 8,550,285	9/20/2006
12/685,266	US 8,556,116	1/11/2010
14/028,892	US 8,919,604	9/17/2013
14/563,428		12/8/2014

Application No.	Patent No.	Filing Date
G. "Paint Tray"		
29/332,142	D604,920	2/10/2009
29/345,396	D613,016	10/15/2009
29/356,266	D656,284	2/23/2010
29/412,731	D668,412	2/7/2012
H. "Ergonomic Paint Roller Tray With End Handles"		
12/414,986	US 8,162,169	3/31/2009
13/426,358	US 8,444,000	3/21/2012
I. "Roller Brush Adaptable Hand-Held Container Having Sidewall Ramp Portion"		
11/118,659	US 7,959,030	4/29/2005
J. "Hand-Held Container"		
29/228,960	D581,118	4/29/2005
29/326,060	D604,471	10/10/2008
29/345,509	D627,119	10/16/2009
K. "Paint Container Liner"		
29/333,252	D607,624	3/5/2009
L. "Liner For A Hand-Held Vessel"		
29/170,507	D493,035	11/7/2002
M. "Liner For A Paint Tray"		
29/330,721	D607,170	1/13/2009
29/345,555	D619,319	10/19/2009
29/359,024	D630,394	4/5/2010
N. "Paint Tray Liner"		
29/332,137	D612,119	2/10/2009
29/345,401	D615,265	10/15/2009
29/358,690	D630,393	3/31/2010

Application No.	Patent No.	Filing Date
O. "Container Liner"		
29/228,846	D549,913	4/29/2005
P. "Paint Roller Cup"		
29/409,474	D678,638	12/23/2011
Q. "Liner For Hand Roller Pail"		
29/408,937	D673,339	12/19/2011
R. "Paint Application Container Liner"		
29/423,237	D692,198	5/30/2012
S. "Paint Application Container"		
29/445,954	D690,482	2/19/2013
29/462,585	D702,907	8/6/2013
T. "Liner For Paint Roller Bucket"		
29/486,816		4/2/2014
U. "Paint Container Cage And Liner Assembly"		
62/107,029		1/23/2015
V. "Paint Roller Grid"		
29/473,288	D723,235	11/20/2013
W. "Paint Roller Grid With Handle"		
29/491,131		5/16/2014

Patent Matters - Foreign

Country	Application No.	Patent No.	Issue Date
1. "Paint Container"			
Canada	120073	120073	1/23/2008
2. "Hand-Held Vessel"			
Canada	2422885	2422885	1/12/2010
Canada	2690049	2690049	11/20/2012

Country	Application No.	Patent No.	Issue Date
3. "Ergonomic Paint Roller Tray With End Handles"			
Canada	2665325		
4. "Liner For A Paint Tray"			
Canada	131434	131434	6/23/2010
Canada	135557	135557	6/23/2010
Canada	135556	135556	6/23/2010
5. "Paint Tray"			
Canada	131590	131590	6/23/2010
Canada	135598	135598	6/23/2010
Canada	135599	135599	6/23/2010
Canada	135596	135596	6/23/2010
6. "Paint Roller Grid"			
Canada	156694		5/20/2014
7. "Paint Roller Grid With Handle"			
Canada	159227		10/20/2014
8. "Liner For Paint Roller Bucket"			
Canada	158965		10/20/2014
9. "Hand-Held Vessel" - Request for Reissue			
Canada	2690049		8/15/2014

BERCOM INTERNATIONAL U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

WCK File No.	Mark	Goods/Services	Serial No.	Filing Date	Registration No.	Registration Date	Status
B787.22-0001	HANDY PAINT PAIL	hand-held paint containers made of plastic in class 021	76/437,835	August 2, 2002	2,736,339	July 15, 2003	Registered - Renewal Due July 15, 2023
B787.22-0004	PAINING JUST GOT EASIER! PAIL	hand-held paint containers made of plastic in class 021	76/205,195	January 20, 2003	2,825,119	March 23, 2004	Registered - Renewal Due March 23, 2024
B787.22-0005	HANDY LADDER PAIL	portable plastic containers, namely, non-cylindrical buckets and pails in class 021	76/836,823	April 7, 2006	3,297,569	September 23, 2007	Registered - Renewal Due September 25, 2017
B787.22-0008	PROJECTS JUST GOT EASIER!	portable plastic containers, namely, non-cylindrical buckets and pails in class 021	77/021,905	October 16, 2006	3,402,435	March 25, 2008	Registered - Renewal Due March 25, 2018
B787.22-0007	HANDY PAINT TRAY	plastic inserts for use as container liners in class 020; portable plastic containers, namely, non-cylindrical buckets in class 021	77/035,577	November 9, 2006	3,692,950	October 6, 2009	Registered - Affidavit of Use Due October 6, 2015
B787.22-0009	HANDY PAINT CUP	hand-held paint containers made of plastic in class 016	77/220,206	July 2, 2007	3,588,003	March 10, 2009	Registered - Affidavit of Use Due March 10, 2015
B787.22-0010	HANDY LADDER HOOK	bungee cords in class 022	77/258,100	August 20, 2007	3,594,077	March 3, 2009	Registered - Affidavit of Use Due March 3, 2015
B787.22-0011	HANDY ROLLER PAIL	hand-held palm pails made of plastic in class 021	77/307,290	October 18, 2007	3,627,886	May 26, 2009	Registered - Affidavit of Use Due May 26, 2015
B787.22-0012	PAINTING JUST GOT EASIER!	bungee cords in class 022	77/307,296	October 18, 2007	3,577,482	February 17, 2009	Registered - Affidavit of Use Due February 17, 2015
B787.22-0015	HANDY	plastic inserts for use as container liners in class 020; portable plastic containers, namely, buckets, pails, trays and cups in class 021	77/854,657	October 22, 2009	3,822,899	June 15, 2010	Registered - Affidavit of Use Due June 15, 2016
B787.22-0018	HANDY ROLLER CUP	plastic inserts for use as container liners in class 020; hand-held paint containers made of plastic in class 021	85/207,782	December 30, 2010	4,218,549	October 2, 2012	Registered - Affidavit of Use Due October 2, 2018
B787.22-0019	PUT YOUR BUCKETS TO WORK	non-metal attachment for 5-gallon plastic buckets for use in creating a stable platform or work surface from such buckets, such as would be required to stack such buckets or use them as supports for sawhorses, workbenches, seating and the like in class 021	85/213,741	January 10, 2011	4,078,074	December 27, 2011	Registered - Affidavit of Use Due December 27, 2017
B787.22-0020	HANDY PAINT PAIL	plastic inserts for use as container liners in class 020	85/235,198	June 1, 2011	4,104,793	February 28, 2012	Registered - Affidavit of Use Due February 28, 2018
B787.22-0021	HANDY PAINT PRODUCTS	paint brushes; painter's tool, namely, a plastic clip for attaching a paint applicator to a paint container in class 016; plastic inserts for use as container liners; non-metal attachment for 5-gallon plastic buckets for use in creating a stable platform or work surface from such buckets, such as would be required to stack such buckets or use them as supports for sawhorses, workbenches, seating and the like in class 020; portable plastic containers, namely, buckets, pails, trays and cups in class 021; bungee cords in class 022	85/417,314	September 8, 2011	4,637,502	11/11/2014	Registered - Affidavit of Use Due 11/11/2020
B787.22-0023	HANDY PAINT GRID	Paint grids in class 020	86/231,157	March 25, 2014			Published on 2/24/15

TRADEMARKS AND APPLICATION FOR TRADEMARKS
EXHIBIT "B"

PATENT

REEL: 035199 FRAME: 0394

RECORDED: 03/12/2015