503288083 04/30/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3334701

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CAMPBELL MANUFACTURING, LLC	04/23/2015

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A.	
Street Address:	770 NORTH WATER STREET	
City:	MILWAUKEE	
State/Country:	WISCONSIN	
Postal Code:	53202	

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	6105669
Patent Number:	6595284
Patent Number:	D441054
Patent Number:	D513965
Patent Number:	D594530
Patent Number:	D647596

CORRESPONDENCE DATA

Fax Number: (414)978-8675

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: 414 277 5675

Email: marta.levine@quarles.com

Correspondent Name: MARTA S. LEVINE

Address Line 1: QUARLES & BRADY LLP

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ATTORNEY DOCKET NUMBER:	630027.00461	
NAME OF SUBMITTER:	MARTA S. LEVINE	
SIGNATURE:	/MartaLevine/	
DATE SIGNED:	04/30/2015	

PATENT 503288083 REEL: 035540 FRAME: 0374

Total Attachments: 4

source=Patent Security Agreement Campbell Manufacturing#page1.tif source=Patent Security Agreement Campbell Manufacturing#page2.tif source=Patent Security Agreement Campbell Manufacturing#page3.tif source=Patent Security Agreement Campbell Manufacturing#page4.tif

Confirmatory Assignment of Security Interest in United States Patents

This Confirmatory Assignment of Security Interest in United States Patents (this "Confirmatory Assignment") is made effective as of April 23, 2015, by and from CAMPBELL MANUFACTURING, LLC, a Delaware limited liability company ("Assignor"), whose principal address is 127 East Spring Street, Bechtelsville, Pennsylvania 19505, to and in favor of BMO HARRIS BANK N.A., a national banking association ("Assignee"), as administrative agent for the Secured Parties (as defined in the Security Agreement described below), whose principal address is One West Main Street, Madison, Wisconsin 53703.

WHEREAS, Assignor and Assignee have entered into a General Security Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee a security interest in all of Assignor's personal property and assets for the benefit of the Secured Parties;

WHEREAS, Assignor is the owner of and is using the patents (the "*Patents*") listed on Exhibit A attached hereto, which Patents are issued or pending issuance with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee for the benefit of the Secured Parties under the Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

- (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Secured Obligations, pursuant to the Security Agreement. Upon the payment in full of all Secured Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents acquired under this Confirmatory Assignment.
- (b) Assignor hereby assigns and grants to Assignee for the benefit of the Secured Parties a security interest in (1) all of Assignor's right, title and interest in and to the Patents set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by Assignor, together with (2) all proceeds and products of the Patents, (3) the goodwill of the businesses with which the Patents are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.
- (c) The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement.

all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

3. GOVERNING LAW. THIS CONFIRMATORY ASSIGNMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS CONFIRMATORY ASSIGNMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF WISCONSIN.

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IN WITNESS WHEREOF, Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

CAMPBELL MANUFACTURING, LLC

Name: Patrick Hartman

Title: Manager

Signature Page to Confirmatory Assignment of Security Interest in United States Patents

Exhibit A to Confirmatory Assignment of Security Interest in United States Patents

U.S. Patent Registrations

Patent Numbers	<u>Issue Date</u>
D441,054	04/24/2001
D513,965	01/31/2006
6,105,669	08/22/2000
6,595,284	07/22/2003
D594,530	06/16/2009
D647,596	10/25/2011 ¹

RECORDED: 04/30/2015

Assignment from inventor Gary Bonnell to Campbell Manufacturing, LLC needs to be recorded with the U.S. Patent and Trademark Office.