

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3852049

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SEMCO PLASTIC COMPANY, INC.	04/11/2016
	SEMCO PROPERTIES, L.L.C.	04/11/2016
RECEIVING PARTY DATA		
Name:	ASSOCIATED BANK, NATIONAL ASSOCIATION	
Street Address:	1200 HANSEN ROAD,	
City:	GREEN BAY	
State/Country:	WISCONSIN	
Postal Code:	54304	
PROPERTY NUMBERS Total: 18		
Property Type	Number	
Patent Number:	D647881	
Patent Number:	D649191	
Patent Number:	D661499	
Patent Number:	D718742	
Patent Number:	D668934	
Patent Number:	D707533	
Patent Number:	D691988	
Patent Number:	D670434	
Patent Number:	D687630	
Patent Number:	D734401	
Patent Number:	D708843	
Patent Number:	D714297	
Patent Number:	D724284	
Patent Number:	D732469	
Patent Number:	D724935	
Patent Number:	D664833	
Patent Number:	D661556	
Patent Number:	D647271	

CORRESPONDENCE DATA**Fax Number:** (314)613-2801

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: 3146132800**Email:** patent@lathropgage.com**Correspondent Name:** HARVEY L. YUSMAN**Address Line 1:** 7701 FORSYTH BLVD., SUITE 500**Address Line 2:** PIERRE LACLEDE CENTER**Address Line 4:** CLAYTON, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	579625
NAME OF SUBMITTER:	HARVEY L. YUSMAN
SIGNATURE:	/Harvey L. Yusman/
DATE SIGNED:	04/29/2016

Total Attachments: 7

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**GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

April 11, 2016

WHEREAS, Semco Plastic Company, Inc., a Missouri corporation and Semco Properties, L.L.C., a Missouri limited liability company (collectively the "Grantor"), having its chief executive office at 5301 Baumgartner Rd., St. Louis, Missouri 63129, is the owner of all right, title and interest in and to certain United States patents and patent applications;

WHEREAS, Associated Bank, National Association, having its principal offices at 1200 Hansen Road, Green Bay, WI 54304 ("Associated Bank"), desires to acquire a security interest in all of the Grantor's right, title and interest in and to the Grantor's patents and patent applications and other collateral as described below; and

WHEREAS, the Grantor is willing to grant to Associated Bank a security interest in and lien upon all of the Grantor's right, title and interest in and to the Grantor's patents and patent applications and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement dated as of the date hereof, among the Grantor and Associated Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor hereby grants Associated Bank a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired: (i) United States patents and patent applications (the "Patents"), including without limitation those set forth on Schedule A, (ii) all reissues, extensions or renewals of any Patents, (iii) all causes of action arising prior to, on or after the date hereof for infringement of any Patent and (iv) all proceeds of, and rights associated with, the foregoing.

THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Grantor to Associated Bank and its successors and assigns. Upon request of the Grantor when all obligations have been finally paid in full and all commitments of Associated Bank have been terminated, Associated Bank shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by Associated Bank to any such obligation is or must be rescinded or returned by Associated Bank for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Associated Bank, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by Associated Bank had not been made and such release had not been executed.

This security interest has been made in conjunction with the security interest granted to Associated Bank under the Security Agreement. The rights and remedies of

Associated Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

GRANTORS:

SEMCO PLASTIC COMPANY, a Missouri corporation

By: 

Name: Charles F. Voelkel, II

Title: Chief Executive Officer

SEMCO PROPERTIES, L.L.C. a Missouri limited liability company

By: 

Name: Charles F. Voelkel, II

Title: Manager

ASSOCIATED BANK:

ASSOCIATED BANK, NATIONAL
ASSOCIATION

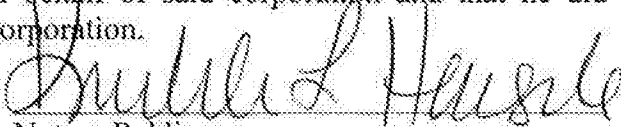
By: 

Name: Mickey Moran

Title: President

STATE OF MISSOURI)
) ss.:
COUNTY OF St. Louis)


On this 14th day of April, 2016, before me personally came Charles F. Voelkel, II, who, being by me duly sworn, did state as follows: that he is the chief executive officer of Semco Plastic Company, a Missouri corporation, that he is authorized to execute the foregoing Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

STATE OF MISSOURI)
) ss.:
COUNTY OF St. Louis)

KIMBERLE L. HAEGELE
Commission #12473518
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: April 6, 2020

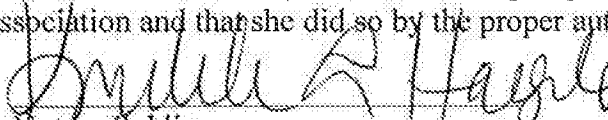
On this 14th day of April, 2016, before me personally came Charles F. Voelkel, II, who, being by me duly sworn, did state as follows: that he is the manager of Semco Properties L.L.C., a Missouri limited liability company, that he is authorized to execute the foregoing Security Interest on behalf of said company and that he did so by the proper authority.


Notary Public

KIMBERLE L. HAEGELE
Commission #12473518
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: April 6, 2020

STATE OF MISSOURI)
) ss.:
COUNTY OF St. Louis)

On this 11th day of April, 2016, before me personally came Mickey Moran, who, being by me duly sworn, did state as follows: that she is a Vice President of Associated Bank, National Association, that she is authorized to execute the foregoing Security Interest on behalf of said national banking association and that she did so by the proper authority.


Notary Public

KIMBERLE L. HAEGELE
Commission #12473518
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: April 6, 2020

SCHEDULE A

TITLE	SERIAL NO./ FILING DATE	PATENT NO./ ISSUE DATE
MEDIA PLAYER CRADLE	29/386,837	D647,881
	2011-04-03	2011-11-01
TAPE CUTTER AND HOLDER	29/392,205	D649,191
	2011-05-18	2011-11-22
HEAD BAND WRAP COMPONENT	29/399,520	D661,499
	2011-08-15	2012-06-12
MEDIA PLAYER HOLDER	29/416,495	D718,742
	2012-03-22	2014-12-02
CORD HOLDER	29/418,173	D668,934
	2012-04-12	2012-10-16
VARIABLE TIE	29/418,175	D707,533
	2012-04-12	2014-06-24
MEDIA PLAYER CHARGING SLING	29/418,178	D691,988
	2012-04-12	2013-10-22
TEETH SPIKES	29/418,189	D670,434
	2012-04-12	2012-11-06
CARD BAND	29/418,191	D687,630
	2012-04-12	2013-08-13
TOY FLYER	29/472,676	D734,401
	2013-11-14	2015-07-14
KEY HOLDER	29/472,677	D708,843
	2013-11-14	2014-07-15
PORTABLE ELECTRONIC DEVICE CRADLE	29/475,368	D714,297
	2013-12-03	2014-09-30

DEVICE FOR CLEANING BETWEEN CAR SEATS	29/473,483	D724,284
	2013-11-22	2015-03-10
TIRE CAP RING	29/483,071	D732,469
	2014-02-25	2015-06-23
CORD TIE	29/501,156	D724,935
	2014-09-02	2015-03-24
CORD WRAP BASE	29/386,839	D664,833
	2011-03-04	2012-08-07
EXTENDABLE BEVERAGE STACKER BASE	29/386,841	D661,556
	2011-03-04	2012-06-12
BIN COVER WITH HANDLES	29/386,862	D647,271
	2011-03-04	2011-10-18