PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4087320

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
MILWAUKEE COMPOSITES, INC.	10/05/2016

RECEIVING PARTY DATA

Name:	NORTH MILL CAPITAL LLC
Street Address:	821 ALEXANDER ROAD, SUITE 130
City:	PRINCETON
State/Country:	NEW JERSEY
Postal Code:	08540

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	5467558
Patent Number:	6824851
Patent Number:	7897235
Patent Number:	8329278
Application Number:	14422779

CORRESPONDENCE DATA

Fax Number: (609)919-0677

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: 609-917-6210
Email: pliberman@northmillcapital.com
Correspondent Name: PATTI S. LIBERMAN
Address Line 1: 821 ALEXANDER ROAD, SUITE 130
Address Line 4: PRINCETON, NEW JERSEY 08540

NAME OF SUBMITTER:	PATTI S. LIBERMAN
SIGNATURE:	/psliberman/
DATE SIGNED:	10/07/2016

Total Attachments: 7

source=Milwaukee Composites - COLLATERAL ASSIGNMENT (SECURITY AGREEMENT) (PATENTS AND TRADEMARKS) (EXECUTED)#page1.tif

source=Milwaukee Composites - COLLATERAL ASSIGNMENT (SECURITY AGREEMENT) (PATENTS AND

TRADEMARKS) (EXECUTED)#page2.tif
source=Milwaukee Composites - COLLATERAL ASSIGNMENT (SECURITY AGREEMENT) (PATENTS AND TRADEMARKS) (EXECUTED)#page3.tif
source=Milwaukee Composites - COLLATERAL ASSIGNMENT (SECURITY AGREEMENT) (PATENTS AND TRADEMARKS) (EXECUTED)#page4.tif
source=Milwaukee Composites - COLLATERAL ASSIGNMENT (SECURITY AGREEMENT) (PATENTS AND TRADEMARKS) (EXECUTED)#page5.tif
source=Milwaukee Composites - COLLATERAL ASSIGNMENT (SECURITY AGREEMENT) (PATENTS AND TRADEMARKS) (EXECUTED)#page6.tif
source=Milwaukee Composites - COLLATERAL ASSIGNMENT (SECURITY AGREEMENT) (PATENTS AND TRADEMARKS) (EXECUTED)#page7.tif

COLLATERAL ASSIGNMENT
(Security Agreement)
(Patents and Trademarks)

WHEREAS, MILWAUKEE COMPOSITES, INC., a Wisconsin corporation(**"Assignor"**), located and doing business at 6055 South Plainfield Avenue, Cudahy, Wisconsin 53110, is the owner of the patents (the **"Patents"**), trademarks, trade dress, servicemarks and trade names (the **"Trademarks"**), as are listed in **Exhibit A** and **Exhibit A-1** hereto, some of which are registered in the United States Patent and Trademark Office.

WHEREAS, NORTH MILL CAPITAL LLC, a Delaware limited liability company (**"Assignee"**), located and doing business 5401 Gamble Drive, Suite 200, Minneapolis, Minnesota 55416, has extended and may hereafter extend credit to Assignor, and Assignor has executed and delivered to Assignee a certain Revolving Credit Master Promissory Note, a certain Term Loan Promissory Note (Term Loan #1), a certain Capital Expenditure Line/Term Loan Promissory Note and a certain Term Loan Promissory Note (Term Loan #2), each dated October 5, 2016 (as amended, modified, supplemented, substituted, extended or renewed from time to time, collectively, individual and collectively, the **"Note"**) evidencing the present and future advances and extensions of credit by Assignee to Assignor and Assignor may in the future execute and deliver to Assignee other notes evidencing the advances and extensions of credit by Assignee to Assignor; and

WHEREAS, Assignor has executed and delivered to Assignee a certain Loan and Security Agreement dated as of October 5, 2016 (as amended, modified, supplemented, substituted, extended or renewed from time to time, the **"Loan Agreement"**) pursuant to which Assignor grants to Assignee a security interest in substantially all assets of Assignor to secure all of Assignor's Obligations (as defined in the Loan Agreement) to Assignee and Assignor may hereafter execute and deliver to Assignee other similar security agreements; and

WHEREAS, in order to further secure Assignor's present and future Obligations to Assignee, Assignor wishes to grant to Assignee a security interest in the Collateral (as defined below) and the goodwill and certain other assets and/or rights with respect to the Collateral, as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, as additional security for the full payment and performance of the Obligations, and to further evidence the security interest granted to the Assignee pursuant to the Loan Agreement, hereby assigns, sells, transfers, and conveys to Assignee and grants to Assignee a security interest in all of Assignor's right, title and interest in:

(a) the Patents and Trademarks;

(b) all right of action, claims for damages, profits and costs, all other demands for any sum or sums of money whatsoever which it has or may have either at law or in equity, against any and all persons, firms, corporations and associations by reason of claims of infringement upon said Patents and Trademarks;

(c) all existing and future patents, registrations and applications for the protection of inventions and designs hereafter acquired by, granted to, or filed by Assignor which are based upon, derived from or are variations of any invention or designs disclosed in the Patents (the **"Future Patents"**);

(d) all extensions, renewals, and continuations, reissues, divisions, and continuations-in-part of the Patents and Future Patents;

(e) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the Trademarks, Patents and Future Patents, and all payments under insurance (whether or not Assignee is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Trademarks, Patents and Future Patents;

(f) all licenses and other agreements relating to the Trademarks, Patents and Future Patents and the use thereof;

(g) all Trademarks, Trademark registrations, Trademark registration applications, and all general intangibles and all intangible intellectual or similar property of Assignor of any kind and nature, including, without limitation, formulae, processes, compounds, methods, know-how, and trade secrets relating to the manufacture of Assignor's properties and assets and under products under, utilizing, or in connection with the Patents and Future Patents; and

(h) all goodwill of Assignor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the **"Collateral."**

AND Assignor and Assignee agree as follows:

1. Assignor's Obligations. Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignee relating to Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation or Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

Assignor shall have the obligation to maintain, preserve or renew the Patents and Trademarks, and take any action to prohibit the infringements or unauthorized use of same by any third party. Assignee shall have no obligation to maintain, preserve or renew the Patents and Trademarks, nor to take any action to prohibit the infringements or unauthorized use of same by any third party.

2. Use Prior to Default. Unless and until an Event of Default under, and as defined in or under the Loan Agreement, the Note or the other Loan Documents (as defined in the Loan Agreement), or under any future note in favor of Assignee, shall occur and be continuing, Assignor shall retain the legal and equitable title to the Patents and Trademarks and shall have the right to use the Collateral and make, and use the inventions disclosed and claimed in the Patents in the ordinary course of its business, subject to the terms and covenants of the Loan Agreement, and this Assignment.

3. Remedies Upon Default. Whenever any Event of Default under and defined in the Loan Agreement, the Note or the other Loan Documents, or under any future note evidencing the Obligations, shall occur, Assignor's rights pursuant to Section 2 hereof shall terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Loan Agreement or security agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement or in any security agreement by Assignor in favor of Assignee. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Patents and Trademarks and tradenames. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. For the purpose of enabling Assignee to exercise rights and remedies upon any such Event of Default, Assignee hereby grants to Assignee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Assignor) to use, assign,

license, or sub-license any of the Collateral, now owned or hereafter acquired by Assignor, and wherever the same may be located.

4. Cumulative Remedies. The rights and remedies provide herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement, the other Loan Documents or any other agreement or instrument delivered in connection therewith.

5. Amendments and Waivers. This Assignment may not be modified, supplemented or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee.

6. Reassignment. At such time as Assignor shall completely satisfy all of the Obligations, Assignee will, at Assignor's request, execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest Assignor full title to the Collateral, subject to disposition thereof which may have been made by Assignee pursuant hereto.

7. Severability. If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

8. Notices. All notices, requests and demands to or upon Assignor or Assignee under this assignment shall be given in the manner prescribed in the Loan Agreement.

9. Governing Law. This Assignment shall be governed by, construed, applied and enforced in accordance with the substantive laws of the State of Minnesota and the United States of America as applicable..

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment dated as set forth below and, effective on this 5 day of October, 2016.

Date: OCTOBER 5, 2016

ATTEST:

[signature]
Name: DEBRA J. DAEHN
Title: Secretary / Treasurer
Date: October 5, 2016

MILWAUKEE COMPOSITES, INC.

By: [signature]
Name: Jeffrey F. Kober
Title: President

NORTH MILL CAPITAL LLC

By: [signature]
Name: Patti S. Liberman
Title: General Counsel

Exhibit A

Patents

MBF Case Num.	Country	Title	App. Num.; Pat. Num.	Filing Date
076247-9002	United States of America	RAIL CAR PLUG DOOR	08/179742; 5467558	1/11/1994
076247-9008	United States of America	PANELS UTILIZING A PRECURED REINFORCED CORE AND METHOD OF MANUFACTURING THE SAME	10/110094; 6824851	4/5/2002
076247-9011	United States of America	FIRE RETARDANT PANEL APPARATUS AND METHOD OF MAKING AND USING SAME	11/494049; 7897235	7/27/2006
076247-9016	United States of America	PANEL WITH HEATED LAYER	12/974518; 8329278	12/21/2010

Patents Published/Pending

MBF Case Num.	Country	Title	App. Num.; Status	Filing Date
076247-9020	United States of America	FLOORING ASSEMBLY WITH HEAT DISSIPATION LAYER	14/422779; Published	2/20/2015

Exhibit A-1

Trademarks

Trademarks

SERIAL#	REG.#	WORDMARK	REGISTRATION DATE
77268527	3430200	MILWAUKEE COMPOSITES	MAY 20, 2008

STATE OF WISCONSIN :
: SS.
COUNTY OF Milwaukee WI :

Before me this 5th day of October, 2016, personally appeared **Jeffrey F. Kober**, to me personally known, and acknowledged to me that he is the President of **Milwaukee Composites, Inc.**, a Wisconsin corporation, and acknowledged the foregoing instrument to be the free act and deed of said corporation.

Notary Public

My Commission Expires: 8/23/19

[Seal]

RESMIJE TAIRI
NOTARY PUBLIC
STATE OF WISCONSIN

STATE OF NEW JERSEY :
: SS.
COUNTY OF MERCER :

Before me this 6TH day of October, 2016, personally appeared **Patti S. Liberman**, the **General Counsel of North Mill Capital LLC**, to me personally known, and acknowledged to me that she is said officer, and acknowledged she was authorized to execute and deliver the foregoing instrument on behalf of said limited liability company.

Yevette Beard

YEVETTE BEARD
Notary Public, State of New Jersey
My Commission Expires
July 08, 2020