

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441922

| | | | |
|---|---|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Hufcor, Inc. | | 09/01/2017 | Corporation: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | LBC Credit Agency Services, LLC, as Agent | | |
| Street Address: | Cira Centre, 2929 Arch Street, Suite 150 | | |
| City: | Philadelphia | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19104 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4207316 | SUMMIT | |
| Registration Number: | 3962659 | FLEXTACT | |
| Registration Number: | 2881636 | HUFCOR | |
| Registration Number: | 2886515 | HUFCOR | |
| Registration Number: | 1654336 | HUFCOR | |
| Registration Number: | 0792064 | UNISPAN | |
| Registration Number: | 0781616 | HUFCOR | |
| Serial Number: | 87238486 | PARTITION STUDIO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>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.</i> | | | |
| Email: | michael.barys@thomsonreuters.com | | |
| Correspondent Name: | Laura L. Dunn | | |
| Address Line 1: | 111 West Monroe Street | | |
| Address Line 2: | Chapman and Cutler LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| NAME OF SUBMITTER: | Laura L. Dunn | | |
| SIGNATURE: | /Michael Barys/ | | |

OP \$215.00 4207316

| | |
|---------------------|------------|
| DATE SIGNED: | 09/05/2017 |
|---------------------|------------|

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, the "Trademark Security Agreement"), dated as of September 1, 2017, is by HUF COR, INC., a Wisconsin corporation ("Grantor"), in favor of LBC CREDIT AGENCY SERVICES, LLC, acting as administrative agent for the Secured Parties as defined in the Security Agreement referenced below (together with its successors and assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Credit Agreement dated as of September 1, 2017, by and among the Grantor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time, and the Agent (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to the Agent that certain Pledge and Security Agreement dated as of the date hereof (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing first priority (subject to Permitted Liens) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registered trademarks referred to on Schedule I hereto; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; provided, the Trademark Collateral

shall not include any United States intent-to-use trademark applications 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 such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt (and in any case in the next Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to the Agent with respect to any such new trademarks. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Agent, for the benefit of the Secured Parties, in all the Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the Liens granted to Agent, for the benefit of the Secured Parties, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

7. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[signature page follows]

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

HUFCOR, INC.,
a Wisconsin corporation

By: 

Name: Kevin Flanagan
Title: CEO/President

ACCEPTED AND ACKNOWLEDGED BY:

LBC CREDIT AGENCY SERVICES, LLC,
as Agent



By: 

Name: David E. Fraimow
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Registered

| Name of Grantor | Trademark | Registration Date | Registration Number |
|-----------------|---|--------------------|---------------------|
| Hufcor, Inc. | SUMMIT | September 11, 2012 | 4,207,316 |
| Hufcor, Inc. | FLEXTACT | May 17, 2011 | 3,962,659 |
| Hufcor, Inc. |  | September 7, 2004 | 2,881,636 |
| Hufcor, Inc. | HUF COR | September 21, 2004 | 2,886,515 |
| Hufcor, Inc. |  | August 20, 1991 | 1,654,336 |
| Hufcor, Inc. | UNISPAN | July 6, 1965 | 792,064 |
| Hufcor, Inc. | HUF COR | December 15, 1964 | 781,616 |

Pending

| Name of Grantor | Trademark | Filing Date | Serial Number |
|-----------------|------------------|-------------------|---------------|
| Hufcor, Inc. | PARTITION STUDIO | November 16, 2016 | 87/238,486 |

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Hufcor, Inc.

- Individual(s)
- Partnership
- Corporation- State: Wisconsin
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 1, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: LBC Credit Agency Services, LLC, as Agent

Street Address: Cira Centre, 2929 Arch Street, Suite 150

City: Philadelphia

State: Pennsylvania

Country: USA Zip: 19104

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other DE LLC Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A attached hereto and made a part hereof.

See Schedule A attached hereto and made a part hereof.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura L. Dunn

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3408

Docket Number: 7014558

Email Address: ldunn@chapman.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Laura L. Dunn, for Chapman and Cutler LLP

September 1, 2017

Signature

Date

Laura L. Dunn, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450