

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEP DD Holdings, LLC		06/30/2016	Limited Liability Company: DELAWARE
Dixie Diamond Manufacturing, Inc.		06/30/2016	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	TCF National Bank		
Street Address:	71 South Wacker Drive, Suite 2110		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1831083	CONCUT	
Registration Number:	4455513	ROCKSTAR DIAMOND	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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>			
Phone:	(312) 499-6700		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Brian P. Kerwin		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Brian P. Kerwin		
SIGNATURE:	/Brian P. Kerwin/		
DATE SIGNED:	02/07/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") dated as of June 30, 2016, is made by and among **MEP DD Holdings, LLC**, a Delaware limited liability company ("Holdings") and **Dixie Diamond Manufacturing, Inc.**, a Georgia corporation (together with Holdings, individually and collectively, "Grantor"), in favor of **TCF National Bank** ("Lender").

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 30, 2015 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, including by that certain Consent and Amendment No. 1 to Credit Agreement of even date herewith, the "Credit Agreement") by and among Grantor and Lender, Lender has agreed to make and continue to make certain Loans to Grantor.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Certain Documents. The Credit Agreement and the Security Agreement (as defined therein) and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed thereto in the Credit Agreement; provided, however, that the following terms shall have the following meanings:

(i) "Copyrights" means all of the Grantor's present and hereafter acquired copyrights, copyright registrations, recordings, applications, designs, styles, licenses, marks, prints and labels bearing any of the foregoing, all reissues and renewals thereof, all licenses thereof, all other general intangibles, intellectual property and other rights pertaining to any of the foregoing, together with the goodwill associated therewith, and all income, royalties and other proceeds of any of the foregoing.

(ii) "Intellectual Property" means, with respect to any Person, all patents, patent applications and like protections, including improvements divisions, continuation, renewals, reissues, extensions and continuations in part of the same, trademarks, trade names, trade styles, trade dress, service marks, logos and other business identifiers and, to the extent permitted under applicable law, any applications therefor, whether registered or not, and the goodwill of the business of such Person connected with and symbolized thereby, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative works, whether published or unpublished, technology, know-how and processes, operating manuals, trade secrets, computer hardware and software (including source code and related documentation), rights to unpatented inventions and all applications and licenses therefor, used in or necessary for the conduct of business by such Person and all claims for damages by way of any past, present or future infringement of any of the foregoing.

(iii) "Patents" means all of the Grantor's present and hereafter acquired patents, patent applications, registrations, all reissues and renewals thereof, all licenses thereof, all inventions

and improvements claimed thereunder, all general intangible, intellectual property and other rights of any Grantor with respect thereto, and all income, royalties and other proceeds of the foregoing.

(iv) “Trademarks” means all of the Grantor’s present and hereafter acquired trademarks, trademark registrations, recordings, applications, trade names, trade styles, corporate names, business names, service marks, logos and any other designs or sources of business identities, prints and labels (on which any of the foregoing may appear), all reissues and renewals thereof, all licenses thereof, all other general intangible, intellectual property and other rights pertaining to any of the foregoing, together with the goodwill associated therewith, and all income, royalties and other proceeds of any of the foregoing.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due (whether at the stated maturity, acceleration or otherwise) of all of the Liabilities, Grantor hereby grants to and in favor of Lender a first priority perfected security interest and Lien having priority over all other security interests and Liens (other than Permitted Liens), with power of sale upon the occurrence and during the continuance of an Event of Default, in and to any and all of Grantor’s right, title and interest in and to any and all Intellectual Property now owned and existing and hereafter arising, created or acquired, including, without limitation, as identified on Exhibit A attached hereto and made a part hereof (and all proceeds thereof).

To the extent that the granting of a security interest in a Trademark application filed in the United States Patent and Trademark Office (the “USPTO”) on the basis of the applicant’s intent to use such Trademark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1051(b)) (the “Lanham Act”)) would render such Trademark (or the application therefor) invalid or unenforceable, then the security interest granted hereunder shall not attach to such Trademark application until such time as (A) an amendment is filed with the USPTO under section 1(c) of the Lanham Act to bring the application into conformity with section 1(a) of the Lanham Act, or (B) a verified statement of use is filed with the USPTO under section 1(d) of the Lanham Act.

3. Representation and Warranty. Grantor hereby represents and warrants to Lender that Exhibit A hereto identifies all Intellectual Property which is registered or for which an application for registration is pending that is owned by Grantor in its own name and all material Intellectual Property licenses to which Grantor is a licensee of a registered or applied for Patent, Copyright or Trademark.

4. New Intellectual Property. If, before all Liabilities shall have been paid in full in cash, Grantor shall (i) become aware of any existing material Intellectual Property of which Grantor has not previously informed Lender, (ii) obtain rights to any new patentable inventions or other material Intellectual Property, or (iii) become entitled to the benefit of any material Intellectual Property which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement above shall automatically apply thereto and Grantor shall comply (without limitation) with Section 5.12 of the Security Agreement. Each Grantor hereby authorizes Lender to unilaterally modify this IP Security Agreement by amending Exhibit A to include any such additional Intellectual Property, and to file or refile this IP Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable (at

Grantor's sole cost). Upon Lender's reasonable request, Grantor agrees to duly execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Lender's interest in all Intellectual Property added to Exhibit A pursuant to this Section.

5. Effect on Credit Agreement. Grantor acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under and pursuant to the Credit Agreement (or the Security Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this IP Security Agreement and the Credit Agreement (and the Security Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. If any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the terms of the Security Agreement shall govern and control.

6. Further Assurances. Grantor agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this IP Security Agreement and agreements set forth herein. Grantor acknowledges that a copy of this IP Security Agreement will be filed by the Lender with the USPTO and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Grantor.

7. Modification. This IP Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by Grantor and Lender.

8. Cumulative Remedies. All of Lender's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement (or the Security Agreement), or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

9. Binding Effect; Benefits. This IP Security Agreement shall be binding upon Grantor and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, Grantor shall not assign this IP Security Agreement or any of Grantor's obligations hereunder without the prior written consent of Lender.

10. Governing Law. This IP Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Illinois, without regard to choice of law or conflict of law principles that would require the application of any other laws.

11. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This IP Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or

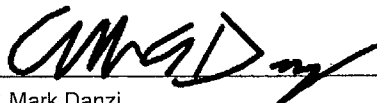
delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature Page Follows]


IN WITNESS WHEREOF, each of the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

GRANTOR:

MEP DD HOLDINGS, LLC,
a Delaware limited liability company

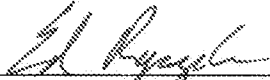
By: 
Name: Mark Danzi
Title: Vice President

DIXIE DIAMOND MANUFACTURING, INC.,
a Georgia corporation

By: 
Name: Mark Danzi
Title: Vice President

Agreed and Accepted:

TCF NATIONAL BANK

By:  _____

Name: Edward Ryczek

Title: Senior Vice President

EXHIBIT A

Trademarks

1. Concut – USPTO Registration No. 1831083
2. Rockstar Diamond – USPTO Registration No. 4,455,513
3. Tradenames registered in Washington State:
 - Pro Diamond Supply
 - Wolverine Equipment Co.
 - American Diamond Products