

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOVEJOY, INC.		09/04/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	111 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1669174	LOVEJOY	
Registration Number:	1037289	LOVEJOY	
Registration Number:	3571236	LOVEJOY SINTERED SOLUTIONS	
Registration Number:	2910191	SIER-BATH	
Registration Number:	0844055	VARI-CROWN	
Serial Number:	85960348	HERCUFLEX	
Serial Number:	86291947	RUNRIGHT	
Serial Number:	86292005	TENSYS	
CORRESPONDENCE DATA			
Fax Number:	2486451568		
<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:	248-645-1483		
Email:	tmg@h2law.com		
Correspondent Name:	HOWARD AND HOWARD ATTORNEYS PLLC		
Address Line 1:	450 West Fourth Street		
Address Line 4:	Royal Oak, MICHIGAN 48067-2557		
ATTORNEY DOCKET NUMBER:	109319.00006		
NAME OF SUBMITTER:	Michael J. Minna		
SIGNATURE:	/Michael J. Minna/		

CH \$215.00 1669174

DATE SIGNED:	09/08/2014
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Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This Trademark Collateral Agreement (as the same may be amended or modified from time to time, including amendments and restatements thereof in its entirety, hereinafter referred to as the "*Agreement*") is dated as of this 4th day of September, 2014, by and among LOVEJOY, INC., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 2655 Wisconsin Avenue, Downers Grove, Illinois 60515, and BMO Harris Bank N.A., a national banking association ("*Secured Party*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603.

PRELIMINARY STATEMENTS

WHEREAS, Debtor, certain affiliates of Debtor, and Secured Party have entered into a certain Security Agreement bearing even date herewith (said agreement, as the same may be amended, modified, or restated from time to time, hereinafter referred to as the "*Security Agreement*");

WHEREAS, the Security Agreement secures the payment and performance of all Secured Obligations (as defined therein) of Debtor and certain affiliates of Debtor as further described therein and was entered into pursuant to the terms and conditions of a certain Credit Agreement bearing even date herewith by and between Debtor, certain affiliates of Debtor, and Secured Party;

WHEREAS, in connection with the Credit Agreement and Security Agreement, Debtor and Secured Party desire to enter into this Agreement.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor hereby mortgages and pledges and grants to the Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations (as defined in the Security Agreement) of Debtor and certain affiliates of Debtor as set out in the Security Agreement.

Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a

EXECUTION VERSION


trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LOVEJOY, INC.

By: 
Name: Woodrow Haddix
Title: President

Signature Page to Trademark Collateral Agreement

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TRADEMARK
REEL: 005358 FRAME: 0708

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By: 
Name: Matthew Gable
Title: Director - SVP

Signature Page to Trademark Collateral Agreement

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TRADEMARK
REEL: 005358 FRAME: 0709

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

LOVEJOY, INC. UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS	
DESCRIPTION	REGISTRATION # OR APPLICATION #
	Registration No. 1,669,174
"Lovejoy"	Registration No. 1,037,289
	Registration No. 3,571,236
SIER-BATH	Registration No. 2,910,191
VARI-CROWN	Registration No. 844,055
HERCUFLEX	Application No. 85/960,348
RUNRIGHT	Application No. 86/291,947
TENSYS	Application No. 86/292,005