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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM339964

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Campbell Manufacturing, LLC		04/23/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.	
Street Address:	770 North Water Street	
City:	Milwaukee	
State/Country:	WISCONSIN	
Postal Code:	53202	
Entity Type:	National banking association: UNITED STATES	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1490021	BRADY
Registration Number:	2418556	MARTINSON
Registration Number:	2803865	CAMPBELL MONOFLEX
Registration Number:	3992655	CAMPBELL
Registration Number:	3992656	CAMPBELL
Registration Number:	3992657	

CORRESPONDENCE DATA

Fax Number: 4149788675

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: 414 277 5675

Email: marta.levine@guarles.com

Correspondent Name: Marta S. Levine
Address Line 1: Quarles & Brady LLP

Address Line 2:411 East Wisconsin AvenueAddress Line 4:Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	630027.00461
NAME OF SUBMITTER:	Marta S. Levine
SIGNATURE:	/MartaLevine/

Total Attachments: 4
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Confirmatory Assignment of Security Interest in United States Trademarks

This Confirmatory Assignment of Security Interest in United States Trademarks (this "Confirmatory Assignment") is made effective as of April 23, 2015, by and from CAMPBELL MANUFACTURING, LLC, a Delaware limited liability company ("Assignor"), whose principal address is 127 East Spring Street, Bechtelsville, Pennsylvania 19505, to and in favor of BMO HARRIS BANK N.A., a national banking association ("Assignee"), as administrative agent for the Secured Parties (as defined in the Security Agreement described below), whose principal address is One West Main Street, Madison, Wisconsin 53703.

WHEREAS, Assignor and Assignee have entered into a General Security Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee a security interest in all of Assignor's personal property and assets for the benefit of the Secured Parties;

WHEREAS, Assignor has adopted, used, and is using the trademarks (the "*Trademarks*") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee for the benefit of the Secured Parties under the Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. <u>The Security Interest.</u>

- (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Secured Obligations, pursuant to the Security Agreement. Upon the payment in full of all Secured Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Assignment.
- (b) Assignor hereby assigns and grants to Assignee for the benefit of the Secured Parties a security interest in (1) all of Assignor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by Assignor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the businesses with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.
- (c) The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement,

all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

3. <u>GOVERNING LAW</u>. THIS CONFIRMATORY ASSIGNMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS CONFIRMATORY ASSIGNMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF WISCONSIN.

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IN WITNESS WHEREOF, Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

CAMPBELL MANUFACTURING, LLC

Name: Patrick Hartman

Title: Manager

Signature Page to Confirmatory Assignment of Security Interest in United States Trademarks

Exhibit A to Confirmatory Assignment of Security Interest in United States Trademarks

U.S. Trademark Registrations

<u>Mark</u>	Reg. Date	Reg. No.
BRADY & design	05/31/1988	1,490,021
MARTINSON (name)	01/09/2001	2,418,556
CAMPBELL MONOFLEX and Design	01/13/2004	2,803,865
CAMPBELL and Design	07/12/2011	3,992,655
CAMPBELL and Design	07/12/2011	3,992,656
Square And Circle Design	07/12/2011	3,992,657

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RECORDED: 04/30/2015