

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341705

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Baker Manufacturing Company, LLC		04/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	770 North Water Street		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	National banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0547061	MONITOR	
<b>Registration Number:</b>	0911469	SNAPPY	
<b>Registration Number:</b>	1791497	BULLDOG	
<b>Registration Number:</b>	1805969	TURTLE	
<b>Registration Number:</b>	2484710	HAIGHT	
<b>Registration Number:</b>	2682180	BAKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4149788675		
<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>			
<b>Phone:</b>	414 277 5675		
<b>Email:</b>	marta.levine@quarles.com		
<b>Correspondent Name:</b>	Marta S. Levine		
<b>Address Line 1:</b>	Quarles & Brady LLP		
<b>Address Line 2:</b>	411 East Wisconsin Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	630027.00461		
<b>NAME OF SUBMITTER:</b>	Marta S. Levine		
<b>SIGNATURE:</b>	/MartaLevine/		

CH \$165.00 0547061

<b>DATE SIGNED:</b>	05/18/2015
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**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 BAKER MANUFACTURING COMPANY, LLC, a Delaware limited liability company (“*Assignor*”), whose principal address is 133 Enterprise Street, Evansville, Wisconsin 53536-1432, 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. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(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,

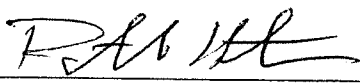
all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

3. GOVERNING LAW. 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.

BAKER MANUFACTURING COMPANY, LLC

By:   
Name: Patrick Hartman  
Title: Manager

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

**TRADEMARK**  
**REEL: 005518 FRAME: 0984**

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

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
MONITOR and design	08/28/1951	547,061
SNAPPY	04/20/1991	911,469
BULLDOG	09/07/1993	1,791,497
TURTLE	11/26/1993	1,805,969
HAIGHT	09/04/2001	2,484,710
BAKER	02/04/2003	2,682,180