

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM345440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hirsh Industries, LLC		06/19/2015	LIMITED LIABILITY COMPANY: IOWA Delaware
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	50266		
Entity Type:	Association: ILLINOIS		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3366269	2500 SERIES	
Registration Number:	3366270	3000 SERIES	
Registration Number:	2659904	H	
Registration Number:	2906935	HIRSH	
Registration Number:	2771939	HIRSH INDUSTRIES	
Registration Number:	3472729	HL 1000 SERIES	
Registration Number:	3174567	HL10000 SERIES	
Registration Number:	4006335	HL5000 SERIES	
Registration Number:	2507666	IRON HORSE	
Registration Number:	2140074	OFFICE DESIGNS	
Registration Number:	2632200	OFFICE DESIGNS	
Registration Number:	2625521	OFFICEDESIGNS	
Registration Number:	2053129	OFFICE DIMENSIONS	
Registration Number:	2842714	READY FILE	
Registration Number:	2097611	SMART-FILE	
Registration Number:	2424488	SPACE SOLUTIONS	
Registration Number:	2615686	SPACE SOLUTIONS	
Registration Number:	2655281	S P A C E SOLUTIONS	
Registration Number:	3411081	THE ORGANIZER	

OP \$615.00 3366269

Property Type	Number	Word Mark
Registration Number:	1444158	TOOL STOOL
Registration Number:	2097612	ULTRA-FILE
Registration Number:	4466745	HL8000 SERIES
Registration Number:	4170984	IRON HORSE INDUSTRIAL STRENGTH
Serial Number:	86302932	HL10000 SERIES

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F156630
NAME OF SUBMITTER:	Kasey Johnson Steen
SIGNATURE:	/Kasey Johnson Steen/
DATE SIGNED:	06/23/2015

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 19th day of June, 2015, Hirsh Industries, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 3636 Westown Parkway, Suite 100, West Des Moines, Iowa 50266, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*") a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*");

(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 all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default 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 but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a 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 Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the 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 authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Secured Party.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, 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. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

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

HIRSH INDUSTRIES, LLC

By: 
Name: Howard Cook
Title: Vice President

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

BMO HARRIS BANK N.A.

By: _____
Name _____
Title _____

(Signature Page to Trademark Collateral Agreement)

TRADEMARK
REEL: 005558 FRAME: 0663

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

HIRSH INDUSTRIES, LLC

By: _____

Name: Howard Cook

Title: Vice President

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

BMO HARRIS BANK N.A.

By: _____

Name: E.M. Junior Del Bocco

Title: Director

(Signature Page to Trademark Collateral Agreement)

TRADEMARK
REEL: 005558 FRAME: 0664

SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

FEDERAL TRADEMARK REGISTRATIONS

<u>MARKS</u>	<u>REG. NO.</u>	<u>GRANTED</u>
2500 Series	3366269	January 8, 2008
3000 Series	3366270	January 8, 2008
H and design	2659904	December 10, 2002
Hirsh	2906935	November 30, 2004
Hirsh Industries (block letters)	2771939	October 7, 2003
HL1000 Series	3472729	July 22, 2008
HL10000 Series	3174567	November 21, 2006
HL5000 Series	4006335	August 2, 2011
Iron Horse (block letters)	2507666	November 13, 2001
Office Designs (block letters)	2140074	March 3, 1998
Office Designs (block letters)	2632200	October 8, 2002
Office Designs (stylized)	2625521	September 24, 2002
Office Dimensions	2053129	April 15, 1997
Ready File	2842714	May 18, 2004
Smart File	2097611	September 16, 1997
Space Solutions	2424488	January 30, 2001
Space Solutions	2615686	September 3, 2002
Space Solutions and design	2655281	December 3, 2002
The Organizer	3411081	April 8, 2008
Tool Stool	1444153	June 23, 1987
Ultra-File	2097612	September 16, 1997
HL8000 Series	4466745	January 14, 2014
Iron Horse Industrial Strength	4170984	July 10, 2012

PENDING FEDERAL TRADEMARK APPLICATIONS

<u>PENDING MARKS</u>	<u>SERIAL NO.</u>	<u>FILED</u>
HL 10000 Series	86302932	June 6, 2014