

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358897

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROPER GROUP INTERNATIONAL, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PROPER GROUP HOLDINGS, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PROPER TOOLING, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PROPER POLYMERS - ANDERSON, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PROPER POLYMERS - WARREN, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PROPER POLYMERS - PULASKI, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PROPER POLYMERS - GREENVILLE, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PGI MACHINING, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PROPER CANADA, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PROPER LOGISTICS, INC.		10/15/2015	CORPORATION: MICHIGAN
PROPER DIGITAL, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PME PROFESSIONALS, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PME CONSULTANTS, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	PINEBRIDGE STRUCTURED CAPITAL PARTNERS II, L.P., AS COLLATERAL AGENT		
Street Address:	399 PARK AVENUE		
Internal Address:	4TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		

CH \$165.00 86367009

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	86367009	PROPER LOGISTICS ADVANCED ENGINEERING SU
Registration Number:	4341492	TOOLSTATS
Registration Number:	4337618	PROPER TOOLING ADVANCED ENGINEERING SUPE
Registration Number:	4371022	PROPER POLYMERS ADVANCED ENGINEERING · S
Registration Number:	4352779	PROPER GROUP INTERNATIONAL ADVANCED ENGI
Registration Number:	3189738	COMMITTED TO YOUR SUCCESS

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 2900

Address Line 2: C/O KIMBERLEY A LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	59968.027
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	10/16/2015

Total Attachments: 9

source=Patent and Trademark Security Agreement 10-15-2015 (executed)#page1.tif
source=Patent and Trademark Security Agreement 10-15-2015 (executed)#page2.tif
source=Patent and Trademark Security Agreement 10-15-2015 (executed)#page3.tif
source=Patent and Trademark Security Agreement 10-15-2015 (executed)#page4.tif
source=Patent and Trademark Security Agreement 10-15-2015 (executed)#page5.tif
source=Patent and Trademark Security Agreement 10-15-2015 (executed)#page6.tif
source=Patent and Trademark Security Agreement 10-15-2015 (executed)#page7.tif
source=Patent and Trademark Security Agreement 10-15-2015 (executed)#page8.tif
source=Patent and Trademark Security Agreement 10-15-2015 (executed)#page9.tif

This Agreement is subject to that certain Subordination Agreement dated as of October 15, 2015 among PINEBRIDGE STRUCTURED CAPITAL PARTNERS II, L.P., PROPER GROUP INTERNATIONAL, LLC, PROPER GROUP HOLDINGS, LLC, and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of October 15, 2015 by and among Proper Group International, LLC, a Michigan limited liability company (the "Issuer"), Proper Group Holdings, LLC, a Michigan limited liability company, Proper Tooling, LLC, a Michigan limited liability company, Proper Polymers - Anderson, LLC, a Michigan limited liability company, Proper Polymers - Warren, LLC, a Michigan limited liability company, Proper Polymers - Pulaski, LLC, a Michigan limited liability company, Proper Polymers - Greenville, LLC, a Michigan limited liability company, PGI Machining, LLC, a Michigan limited liability company, Proper Canada, LLC, a Michigan limited liability company, Proper Logistics, Inc., a Michigan corporation, Proper Digital, LLC, a Michigan limited liability company, PME Professionals, LLC, a Michigan limited liability company, and PME Consultants, LLC a Michigan limited liability company (each of the foregoing, including the Issuer, a "Grantor", and collectively, the "Grantors"), and PineBridge Structured Capital Partners II, L.P., a Delaware limited partnership, in its capacity as collateral agent (the "Collateral Agent") under the Security Agreement referred to below.

Recitals

A. The Issuer, each other Grantor, the Collateral Agent and the other parties from time to time party thereto entered into a Note Purchase Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement").

B. In connection with the Note Purchase Agreement, the Grantors entered into that certain Pledge and Security Agreement dated as of the date hereof (as amended or modified from time to time, the "Security Agreement"; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.) with the Collateral Agent.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned, and granted to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a first-priority security interest (subject to Permitted Liens (as defined in the Note Purchase Agreement)) in substantially all of the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired Patents, patent applications, patent licenses, Trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as defined in the Note Purchase Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the ratable benefit of the Purchasers, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Note Purchase Agreement and other Note Documents, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following, whether now

owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application, and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

GRANTORS:

PROPER GROUP INTERNATIONAL, LLC, a Michigan limited liability company

By: _____
Name: Geoffrey C. O'Brien
Title: President

PROPER GROUP HOLDINGS, LLC, a Michigan limited liability company

By: _____
Name: Geoffrey C. O'Brien
Title: President

PROPER TOOLING, LLC, a Michigan limited liability company

By: _____
Name: Geoffrey C. O'Brien
Title: President

PROPER POLYMERS - ANDERSON, LLC, a Michigan limited liability company

By: _____
Name: Geoffrey C. O'Brien
Title: President

PROPER POLYMERS - WARREN, LLC, a Michigan limited liability company

By: _____
Name: Geoffrey C. O'Brien
Title: President

PROPER POLYMERS - PULASKI, LLC, a
Michigan limited liability company

By: _____
Name: Geoffrey C. O'Brien
Title: President

PROPER POLYMERS - GREENVILLE, LLC, a
Michigan limited liability company

By: _____
Name: Geoffrey C. O'Brien
Title: President

PGI MACHINING, LLC, a Michigan limited
liability company

By: _____
Name: Geoffrey C. O'Brien
Title: President

PROPER CANADA, LLC, a Michigan limited
liability company

By: _____
Name: Geoffrey C. O'Brien
Title: President

PROPER LOGISTICS, INC., a Michigan
corporation

By: _____
Name: Geoffrey C. O'Brien
Title: President

PROPER DIGITAL, LLC, a Michigan limited liability company

By: _____
Name: Geoffrey C. O'Brien
Title: President

PME PROFESSIONALS, LLC, a Michigan limited liability company, as a Guarantor

By: Proper Tooling, LLC
Its: Member

By: _____
Name: Geoffrey C. O'Brien
Title: President

PME CONSULTANTS, LLC, a Michigan limited liability company, as a Guarantor

By: Proper Tooling, LLC
Its: Member

By: _____
Name: Geoffrey C. O'Brien
Title: President

PINEBRIDGE STRUCTURED CAPITAL
PARTNERS II, L.P., as Collateral Agent

By: PineBridge Structured Capital General
Partner II, LP, its general partner

By: PineBridge Structured Capital II GP, LLC,
its general partner

By: PineBridge Investments LLC, its sole
member

By: 
Name: FT Chong
Title: Managing Director

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Trademark Application Number	Trademark Filing Date	Trademark Registration Number	Date of Registration
PROPER LOGISTICS ADVANCED ENGINEERING SUPERIOR TECHNOLOGY	86367009	August 14, 2014	-	-
TOOLSTATS	85699567	August 9, 2012	4341492	May 28, 2013
PROPER TOOLING ADVANCED ENGINEERING SUPERIOR TECHNOLOGY	85675352	July 12, 2012	4337618	May 21, 2013
PROPER POLYMERS ADVANCED ENGINEERING · SUPERIOR TECHNOLOGY	85674919	July 12, 2012	4371022	July 23, 2013
PROPER GROUP INTERNATIONAL ADVANCED ENGINEERING SUPERIOR TECHNOLOGY	85655074	June 19, 2012	4352779	June 18, 2013
COMMITTED TO YOUR SUCCESS	76580979	March 12, 2004	3189738	December 26, 2006

See attached list

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

U.S. Patent Number	Patent Title	Expiration Date
2014/0231507	SYSTEM AND METHOD FOR AUTOMATED TOOL MANAGEMENT	Pending - Not Applicable

Patent License

1. Test and Demonstration License Agreement with RocTool SA as Licensor, and Proper Tooling, Inc., as Licensee