

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zhongli North America, Inc.		10/26/2015	CORPORATION: MICHIGAN
Zhongli Acquisition Company, LLC		10/26/2015	LIMITED LIABILITY COMPANY: MICHIGAN
Zhongli Holdings, LLC		10/26/2015	LIMITED LIABILITY COMPANY: MICHIGAN
Stern Rubber Company		10/26/2015	CORPORATION: MINNESOTA
Zhongli Corporation, Inc.		10/26/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FirstMerit Bank, N.A.
Street Address:	Two Towne Square
Internal Address:	Mail Code: SOU602
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48076
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3923281	ZHONGLI CORPORATION
Registration Number:	3923278	ZHONGLI
Registration Number:	3923280	ZLC
Registration Number:	3923279	

CORRESPONDENCE DATA

Fax Number: 7346231625

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: 734-623-1906

Email: cmitchell@dickinsonwright.com

Correspondent Name: CHRISTOPHER A. MITCHELL

Address Line 1: 350 S. MAIN STREET

Address Line 2: SUITE 300

Address Line 4: ANN ARBOR, MICHIGAN 48104

TRADEMARK

ATTORNEY DOCKET NUMBER:	29898-28
NAME OF SUBMITTER:	CHRISTOPHER A. MITCHELL
SIGNATURE:	/CHRISTOPHER A. MITCHELL/
DATE SIGNED:	10/29/2015

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*IP Security Agreement*”), dated as of October 26, 2015, is made by the parties listed on the signature pages hereof (collectively, the “*Grantors*” and, individually, each a “*Grantor*”) in favor of **FIRSTMERIT BANK, N.A.** (“*Lender*”) under the Loan and Security Agreement referred to below.

Zhongli North America, Inc., a Michigan corporation (“*Zhongli North America*”), Zhongli Acquisition Company, LLC, a Michigan limited liability company (“*Zhongli Acquisition Company*”), Zhongli Holdings, LLC, a Michigan limited liability company (“*Zhongli Holdings*”), Stern Rubber Company, a Minnesota corporation (“*Stern Rubber*”) (Zhongli North America, Zhongli Acquisition Company, Zhongli Holdings, and Stern Rubber are collectively, the “*Borrowers*” and, individually, each a “*Borrower*”), Zhongli Corporation, Inc., a Delaware corporation, and Lender have entered into a Credit and Security Agreement dated on or about the date of this IP Security Agreement (the “*Loan and Security Agreement*”).

Under the terms of the Loan and Security Agreement, the Grantors have granted to the Lender a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities including but not limited to, with respect to individual patents, registered trademarks and registered copyrights, and applications for the foregoing, recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. **Grant of Security.** Each Grantor hereby grants to Lender a security interest in all of such Grantor’s right, title and interest in and to the following (the “*IP Collateral*”):

1.1 The patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof (the “*Patents*”);

1.2 The trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

1.3 All copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including but not limited to the copyright registrations, applications and exclusive copyright licenses set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “*Copyrights*”);

1.4 All rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.5 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

1.6 Any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Lender. Upon Lender's request, each Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record (including recording with domestic or foreign governmental authorities or officials) or preserve Lender's interest in all IP Collateral.

3. New or Newly Identified IP Collateral. If any Grantor (i) becomes aware of any existing IP Collateral of which any Grantor has not previously informed Lender, (ii) obtains rights to any new patentable inventions or other IP Collateral, or (iii) becomes entitled to the benefit of any IP Collateral which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement shall automatically apply thereto and such Grantor must give to Lender prompt written notice thereof. Each Grantor hereby authorizes Lender to modify this IP Security Agreement by amending Schedules 1, 2, and 3, as applicable, to include any such IP Collateral, and to request the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials (domestic or foreign) to record and register or re-record or re-register this IP Security Agreement. Upon Lender's request, each Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Lender's interest in all IP Collateral added to Schedules 1, 2, and 3 pursuant to this Section.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan and Security Agreement, which is hereby incorporated by reference. The provisions of the Loan and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Loan and Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

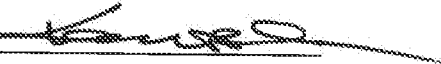
5. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of Michigan.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ZHONGLI NORTH AMERICA, INC.
ZHONGLI ACQUISITION COMPANY, LLC
ZHONGLI HOLDINGS, LLC
STERN RUBBER COMPANY
ZHONGLI CORPORATION, INC.

By: 
Name: Ken Rohan
Title: Vice President of Operations
Address for Notices: Zhongli North America, Inc.
449 Executive Drive
Troy, Michigan 48083
Attention: (248) 733-9633

AGREED TO AND ACCEPTED:

FIRSTMERIT BANK, N.A.

By: _____
Name: Thomas Couture
Title: Vice President
Address for Notices: FirstMerit Bank, N.A.
Two Towne Square
Mail Code: SOU602
Southfield, Michigan 48076
Attention: Tom Couture

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 005655 FRAME: 0686

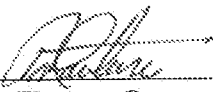
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**ZHONGLI NORTH AMERICA, INC.
ZHONGLI ACQUISITION COMPANY, LLC
ZHONGLI HOLDINGS, LLC
STERN RUBBER COMPANY
ZHONGLI CORPORATION, INC.**

By: _____
Name: Ken Rohan
Title: Vice President of Operations
Address for Notices: Zhongli North America, Inc.
449 Executive Drive
Troy, Michigan 48083
Attention: _____

AGREED TO AND ACCEPTED:

FIRSTMERIT BANK, N.A.


By:  _____
Name: Thomas Couture
Title: Vice President
Address for Notices: FirstMerit Bank, N.A.
Two Towne Square
Mail Code: SOU602
Southfield, Michigan 48076
Attention: Tom Couture

SCHEDULES

Schedule 1 – Patents

None.

Schedule 2 – Trademarks

Owner	Mark	Trademark Registration Number	Date of Application	Date of Registration
Zhongli Corporation, Inc.	"ZHONGLI CORPORATION"	3,923,281	February 16, 2010	February 22, 2011
Zhongli Corporation, Inc.	"ZHONGLI"	3,923,278	February 16, 2010	February 22, 2011
Zhongli Corporation, Inc.	"ZLC"	3,923,280	February 16, 2010	February 22, 2011
Zhongli Corporation, Inc.	“  ”	3,923,279	February 16, 2010	February 22, 2011

Schedule 3 – Copyrights

None.