

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367423

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOUTHWORTH INTERNATIONAL GROUP, INC.		12/30/2015	CORPORATION: MAINE
SOUTHWORTH PRODUCTS CORPORATION		12/30/2015	CORPORATION: MAINE
W.B. ENGINEERING, INC.		12/30/2015	CORPORATION: MAINE
ZY-AX DISTRIBUTION CO., INC.		12/30/2015	CORPORATION: MAINE

RECEIVING PARTY DATA

Name:	CITIZENS BANK, NATIONAL ASSOCIATION
Street Address:	100 Middle Street
City:	PORTLAND
State/Country:	MAINE
Postal Code:	04101
Entity Type:	CORPORATION: MAINE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	86501692	POWERSTAK
Serial Number:	86487765	SOUTHWORTH
Serial Number:	85271003	WORK SAFE. WORK SMART. WORK DONE.
Serial Number:	85093076	LIFT'N BUDDY
Serial Number:	85093073	THE ONE WITH THE GOLD SPINE
Serial Number:	86031649	PALLETPAL
Serial Number:	72124531	SHOPLIFTER
Serial Number:	76169832	PRESTO LIFTS
Serial Number:	73768985	REGAL

CORRESPONDENCE DATA

Fax Number: 2077741127

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.

OP \$240.00 86501692

Phone: 2077741200
Email: jkeenan@bssn.com
Correspondent Name: James F. Keenan, Jr.
Address Line 1: 100 MIDDLE STREET
Address Line 2: P.O. BOX 9729
Address Line 4: PORTLAND, MAINE 04104

NAME OF SUBMITTER:	James F. Keenan, Jr.
SIGNATURE:	/James F. Keenan, Jr./
DATE SIGNED:	12/30/2015

Total Attachments: 12

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

SECURITY AGREEMENT, dated as of December 30, 2015, by and among **SOUTHWORTH INTERNATIONAL GROUP, INC.**, a Maine corporation with a place of business in Falmouth, Maine (“SIG”), **SOUTHWORTH PRODUCTS CORPORATION**, a Maine corporation with a place of business in Falmouth, Maine (“SPC”), **W.B. ENGINEERING, INC.**, a Maine corporation, d/b/a Presto Lifts, Inc., with a place of business in Falmouth, Maine (“WBE”), and **ZY-AX DISTRIBUTION CO., INC.**, a Maine corporation with a place of business in Falmouth, Maine (“Zy-Ax”) (SIG, SPC, WBE and Zy-Ax are sometimes referred to jointly and severally herein as severally herein as “Debtor,” such that each reference herein to Debtor means SIG, SPC, WBE, and Zy-Ax, or any of them), and **CITIZENS BANK, NATIONAL ASSOCIATION**, formerly known as RBS Citizens, National Association, a national banking association organized and existing under the laws of the United States of America, with a place of business at 100 Middle Street, Portland, Maine 04101 (the “Secured Party”) WHO AGREE as follows:

1. Definitions; Interpretation.

(a) Terms Defined in Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Copyright Collateral” has the meaning set forth in paragraph 2(c).

“Copyright Office” means the United States Copyright Office.

“Event of Default” means the occurrence of any or all of the following events: (i) the occurrence of any event identified as an “Event of Default” in the Loan Agreement; or (ii) Debtor’s failure to observe or perform any covenant or agreement contained in this Agreement.

“IP Collateral” means all or any portion of the Copyright Collateral, the Patent Collateral and the Trademark Collateral.

“Loan Agreement” means the Amended and Restated Loan and Security Agreement (All Assets), dated as of the date hereof, between Debtor and Secured Party.

“PTO” means the United States Patent and Trademark Office.

“Patent Collateral” has the meaning set forth in paragraph 2(a).

“Trademark Collateral” has the meaning set forth in paragraph 2(b).

“UCC” means the Uniform Commercial Code as in effect in the State of Maine.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any IP Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest. As security for the payment and performance of the Obligations, Debtor hereby assigns, transfers and conveys to Secured Party, and grants to Secured Party a security interest in and mortgage to, all of Debtor's right, title and interest in, to and under the property described in the following subparagraphs (a) through (c), in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located:

(a) Grant of Security Interest in Patents.

- (i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (ii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (iii) all proceeds of any and all of the foregoing IP Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing IP Collateral (the property described in the foregoing paragraphs 2(a)(i) through (iii) is hereinafter referred to collectively as the “Patent Collateral”).

(b) Grant of Security Interest in Trademarks.

- (i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
- (ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;
- (iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (iv) all proceeds of any and all of the foregoing IP Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing IP Collateral. (the property described in the foregoing paragraphs 2(b)(i) through (iv) is hereinafter referred to collectively as the "Trademark Collateral").

(c) Grant of Security Interest in Copyrights.

- (i) All of Debtor's present and future United States registered copyrights and copyright registrations, including Debtor's United States registered copyrights and copyright registrations listed in Schedule C to this Agreement, all of Debtor's present and future United States applications for copyright registrations, including Debtor's United States applications for copyright registrations listed in Schedule B to this Agreement, and all of Debtor's present and future copyrights that are not registered in the Copyright Office including, without limitation, derivative works (collectively, the "Copyrights"), and any and all royalties, payments, and other

amounts payable to Debtor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

- (ii) All of Debtor's right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;
- (iii) All present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights; and
- (iv) All cash and non-cash proceeds of any and all of the foregoing (the property described in the foregoing paragraphs 2(c)(i) through (iv) is hereinafter referred to collectively as the "Copyright Collateral").

(d) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the IP Collateral that shall remain in effect until terminated in accordance with paragraph 11.

3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein, including any such remedies available upon occurrence of an Event of Default, are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other Security Documents referred to therein, all terms and provisions of which are incorporated herein by reference. The IP Collateral is a component of the Collateral described in the Loan Agreement.

4. Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) Patents. Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Patent Collateral consisting of U.S. patents and patent applications or registrations owned by Debtor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Trademark Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule B.

(c) Copyright Registrations. A true and correct list of all of Debtor's United States registered copyrights and copyright registrations is set forth in Schedule C.

(d) Applications for Copyright Registration. A true and correct list of all of Debtor's United States applications for copyright registrations is set forth in Schedule C.

5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the IP Collateral, including any documents for filing with the PTO, the Copyright Office or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the IP Collateral with the PTO and/or the Copyright Office, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the IP Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the IP Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

6. Authorization to Supplement. If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation of any patent, or to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patent rights, any new trademarks or renewal or extension of any trademark registration, and shall further give Secured Party prompt notice of any additional United States copyright registrations or applications therefor after the date hereof. Without limiting Debtor's obligations under this paragraph 6, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedules A, B or C, as the case may be, to include any such new patent, trademark rights or any future United States registered copyrights or applications therefor of Debtor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any of the Schedules hereto shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all IP Collateral, whether or not listed on Schedule A, B or C.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Maine, except as required by mandatory provisions of

law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any IP Collateral are governed by the law of a jurisdiction other than Maine.

9. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in paragraph 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO and/or the Copyright Office.

12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

15. Amendment and Restatement. This Amended and Restated Intellectual Property Security Agreement amends and restates in its entirety a June 30, 2004 Intellectual Property Security Agreement from Debtor and Interthor, Inc. (Interthor, Inc. has since been released from the Obligations) to Secured Party's predecessor-in-interest (as amended or otherwise modified to date, the "Prior Security Agreement"). The lien, assignment and security interest of the Prior Security Agreement is hereby reaffirmed, extended and carried forward by this Amended and Restated Intellectual Property Security Agreement in full force and effect, to secure payment of the Obligations. Nothing herein shall be construed to impair or discharge the Prior Security Agreement. To the extent that the terms and provisions of the Prior Security Agreement may conflict with or be inconsistent with the terms and provisions of this Amended and Restated Intellectual Property Security Agreement, the latter shall control.

**[The balance of this page is intentionally left blank.
The signature page follows.]**

[Signature page to Amended and Restated Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

WITNESS:

**SOUTHWORTH INTERNATIONAL
GROUP, INC.**

Name:

By: _____

Its

**SOUTHWORTH PRODUCTS
CORPORATION**

Name:

By: _____

Its

W.B. ENGINEERING, INC.

Name:

By: _____

Its

ZY-AX DISTRIBUTION CO., INC.

Name:

By: _____

Its

**CITIZENS BANK, NATIONAL
ASSOCIATION**


Name:

Kathleen D. Hennessey

By:  _____

Joseph Albergini
Its Assistant Vice President

SCHEDULE A

PATENTS

SOUTHWORTH INTERNATIONAL GROUP, INC.

Patent Name	Appl. No.	Appl. Date	Patent No.	Issue Date
Programmable Electric Hand Truck	13/051,779	18 Mar 2011		

SOUTHWORTH PRODUCTS CORPORATION

Patent Name	Appl. No.	Appl. Date	Patent No.	Issue Date
Portable Adjustable Height Platform	12/792,172	2 Jun 2010		
Container unloading apparatus	10/418,185	17 Apr 2003	6,913,431	5 Jul 2005
Container unloading apparatus	09/835,475	16 Apr 2001	6,558,103	6 May 2003
Dual Pivot Material Handler	08/780,818	9 Jan 1997	5,865,590	2 Feb 1999
Pallet level loader	08/282,206	28 Jul 1994	5,503,247	2 Apr 1996

SCHEDULE B

TRADEMARKS

SOUTHWORTH INTERNATIONAL GROUP, INC.

Federal Trademark Registrations

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
POWERSTAK	86501692	13 Jan 2015		
SOUTHWORTH	86487765	22 Dec 2014		
WORK SAFE. WORK SMART. WORK DONE.	85271003	18 Mar 2011	4162072	19 Jun 2012
LIFT'N BUDDY	85093076	26 Jul 2010	4050343	1 Nov 2011
THE ONE WITH THE GOLD SPINE	85093073	26 Jul 2010	4057228	15 Nov 2011

North Dakota State Trademark Registration

Trademark	Appl. No.	Appl. Date
LIFT'N BUDDY	System ID: 27405700	Filed: 20 Jul 2010

SOUTHWORTH PRODUCTS CORPORATION

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
PALLETPAL	86031649	7 Aug 2013	4587354	19 Aug 2014

W.B. ENGINEERING, INC.

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
SHOPLIFTER	72124531	24 Jul 1961	0755933	3 Sep 1963
Presto	76169832	20 Nov 2000	2514959	4 Dec 2001
REGAL	73768985	12 Dec 1988	1559559	10 Oct 1989

SCHEDULE C
REGISTERED COPYRIGHTS

None