

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433493

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oberfields, LLC		05/31/2017	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MB Financial Bank, N.A.		
<b>Street Address:</b>	6111 N. River Road, 3rd Floor		
<b>City:</b>	Rosemont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5000034	STRATFORD STONE	
<b>Registration Number:</b>	4637802	DESIGNPAVE	
<b>Registration Number:</b>	4476333	FLINT RIDGE	
<b>Registration Number:</b>	4479170	GARDEN-STACK	
<b>Registration Number:</b>	3225719	SPEC-BRIK	
<b>Registration Number:</b>	3184281	DESIGNBLOK	
<b>Registration Number:</b>	3115773	EDINGTON	
<b>Registration Number:</b>	2987074	WHAT OUTDOOR LIVING SHOULD BE	
<b>Registration Number:</b>	3151409	BELHAVEN	
<b>Registration Number:</b>	2167170	OBERFIELD'S INC	
<b>Registration Number:</b>	2174536	SOLID PERFORMANCE IN CONCRETE PRODUCTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Peter Brockmeyer		
<b>Address Line 1:</b>	100 Light Street		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202		

OP \$290.00 5000034

<b>NAME OF SUBMITTER:</b>	Peter Brockmeyer
<b>SIGNATURE:</b>	/Michael Barys/
<b>DATE SIGNED:</b>	06/30/2017
<b>Total Attachments: 7</b> source=MB Financial#page1.tif source=MB Financial#page2.tif source=MB Financial#page3.tif source=MB Financial#page4.tif source=MB Financial#page5.tif source=MB Financial#page6.tif source=MB Financial#page7.tif	

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Oberfields, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Ohio

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 31, 2017

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: MB Financial Bank, N.A

Street Address: 6111 N. River Road, 3rd Floor

City: Rosemont

State: Illinois

Country: USA Zip: 60018

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A attached hereto and made a part hereof

B. Trademark Registration No.(s)

See Schedule A attached hereto and made a part hereof

Additional sheet(s) attached?  Yes  No

### C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A attached hereto and made a part hereof

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Peter Brockmeyer

Internal Address: \_\_\_\_\_

Street Address: 100 Light Street

City: Baltimore

State: Maryland Zip: 21202

Phone Number: 410-385-3692

Docket Number: 103206-14

Email Address: pbrockmeyer@milestockbridge.com

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_


- Authorized to be charged to deposit account
- Enclosed

### 8. Payment information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:



Signature

June 30, 2017

Date

Peter C. Brockmeyer


Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule A - Trademarks

Registrations

Country	Trademark	Reg. No.	Issue Date	Owner
United States	STRATFORD STONE	5,000,034	July 12, 2016	Oberfields, LLC
United States	DESIGNPAVE	4,637,802	November 11, 2014	Oberfields, LLC
United States	FLINT RIDGE	4,476,333	January 28, 2014	Oberfields, LLC
United States	GARDEN-STACK	4,479,170	February 4, 2014	Oberfields, LLC
United States	SPEC-BRIK	3,225,719	April 3, 2007	Oberfields, LLC
United States	DESIGNBLOK	3,184,281	December 12, 2006	Oberfields, LLC
United States	EDINGTON	3,115,773	July 18, 2006	Oberfields, LLC
United States	WHAT OUTDOOR LIVING SHOULD BE	2,987,074	August 23, 2005	Oberfields, LLC
United States	BELHAVEN	3,151,409	October 3, 2006	Oberfields, LLC
United States	 OBERFIELDS INC	2,167,170	June 23, 1998	Oberfields, LLC
United States	SOLID PERFORMANCE IN CONCRETE PRODUCTS	2,174,536	July 21, 1998	Oberfields, LLC
Ohio	PRESIDENTIAL SERIES	TM12835	May 22, 1989	Oberfields, LLC

**GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS**

WHEREAS, OBERFIELDS, LLC, an Ohio limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of April 3, 2017, between the Grantor and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

**GRANTOR:**

**OBERFIELDS, LLC,**  
an Ohio limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**

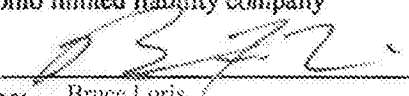
**MB FINANCIAL BANK, N.A.**

By: Cindy Jamrozak  
Name: Cindy Jamrozak  
Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

**GRANTOR:**

**OBERFIELDS, LLC,**  
an Ohio limited liability company

By:   
Name: Bruce Loris  
Title: President/CEO


**GRANTEE:**

**MB FINANCIAL BANK, N.A.**

By: \_\_\_\_\_  
Name: Cindy Jamroziak  
Title: Senior Vice President

Schedule A - Trademarks

Registrations

Country	Trademark	Reg. No.	Issue Date	Owner
United States	STRATFORD STONE	5,000,034	July 12, 2016	Oberfields, LLC
United States	DESIGNPAVE	4,637,802	November 11, 2014	Oberfields, LLC
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Ohio	PRESIDENTIAL SERIES	TM12835	May 22, 1989	Oberfields, LLC

Common Law Marks

HERITAGE STONE



Schedule B – Patents

None.