

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439687

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cleaning Technologies Group, LLC		08/02/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	550 N. Summit Street		
<b>City:</b>	Toledo		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43604		
<b>Entity Type:</b>	Ohio banking corporation: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3254690	BLACKSTONE-NEY ULTRASONICS	
<b>Registration Number:</b>	4185012	MULTIMEG	
<b>Registration Number:</b>	3116146	UPSWEEP	
<b>Registration Number:</b>	3035521	MULTISONIK	
<b>Registration Number:</b>	2860323	NEPTUNE	
<b>Registration Number:</b>	2560252	AGI-SONIC	
<b>Registration Number:</b>	2894917	LEAN VEYOR	
<b>Registration Number:</b>	2608984	ATLANTIS	
<b>Registration Number:</b>	2582893	LEAN JET	
<b>Registration Number:</b>	2456290	LEAN JET	
<b>Registration Number:</b>	2115670	SWEEPSONIK	
<b>Registration Number:</b>	0694510	RANSOHOFF	
<b>Registration Number:</b>	3035526	DUALSWEEP	
<b>Registration Number:</b>	2934748	THE GREASE MONKEY	
<b>Registration Number:</b>	4513355	BLACKSTONE-NEY ULTRASONICS CLEANING TECH	
<b>Registration Number:</b>	4517010	CLEANING TECHNOLOGIES GROUP RANSOHOFF ·	
<b>Registration Number:</b>	4504013	CTG ASIA CLEANING TECHNOLOGIES GROUP	
<b>Registration Number:</b>	4500333	RANSOHOFF CLEANING TECHNOLOGIES GROUP	

OP \$465.00 3254690

**CORRESPONDENCE DATA****Fax Number:** 4192497911

*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:** 4192497900**Email:** rgegorski@rcolaw.com**Correspondent Name:** Michael S. Messenger**Address Line 1:** Four SeaGate, Ninth Floor**Address Line 4:** Toledo, OHIO 43604

<b>NAME OF SUBMITTER:</b>	MICHAEL S. MESSENGER
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<b>SIGNATURE:</b>	/michaelsmessenger/
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<b>DATE SIGNED:</b>	08/17/2017
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**Total Attachments: 7**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT***Cleaning Technologies Group, LLC*

This Intellectual Property Security Agreement ("IP Security Agreement"), dated as of August 2, 2017, is made by **Cleaning Technologies Group, LLC**, a Delaware limited liability company (the "Grantor") also known as CAE Ransohoff, Inc., in favor of **Fifth Third Bank**, an Ohio banking corporation (the "Secured Party").

**PRELIMINARY STATEMENTS**

As a condition precedent to the making of certain loans by the Secured Party under the Second Amended and Restated Loan Agreement dated as of August 2, 2017 (the "Loan Agreement") among Grantor, certain affiliates of Grantor, and the Secured Party, Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of August 2, 2017, made by and between Grantor and the Secured Party (the "Security Agreement"). Capitalized terms used but not defined in this IP Security Agreement shall have the respective meanings given to them in the Security Agreement.

The Collateral described in the Security Agreement includes certain Patents, Trademarks and Copyrights (as defined below) in which Grantor has an interest.

Pursuant to the terms of the Security Agreement, Grantor authorized the Secured Party to file this short form agreement with national, federal and state government authorities, including, but not limited to, 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, Grantor agrees with the Secured Party as follows:

**AGREEMENT**

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party for the a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and 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;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to such Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) 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;

(e) 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

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable 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. 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 the Secured Party.

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

4. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by electronic image), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties to this IP Security Agreement and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

*Signature page follows.*

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

GRANTOR:

**CLEANING TECHNOLOGIES GROUP, LLC**  
an Ohio limited liability company

By T. W. Strange  
Todd W. Strange  
Assistant Treasurer

AGREED TO AND ACCEPTED:

SECURED PARTY:

**FIFTH THIRD BANK**

By [Signature]  
William J. Behe, Senior Vice President

*[Signature page to IP Security Agreement-NM]*

**Schedule 1**

**Patents**

**1. Patent Registrations**

<b>Title</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
ULTRASONIC TRANSDUCER ASSEMBLY HAVING A COBALT-BASE ALLOY HOUSING	08/990,437	12/15/1997	6,150,753	11/21/2000
ROTARY STYLE PARTS CLEANING MACHINE WITH A POCKETED WHEEL	09/491,056	01/25/2000	6,276,374	08/21/2001
PARTS TRANSPORT MECHANISM FOR A ROTARY STYLE PARTS TREATING MACHINE	09/491,057	01/25/2000	6,286,523	09/11/2001
ROTARY LIQUID DIVERTER FOR INDUSTRIAL PARTS WASHER	09/473,397	12/28/1999	6,302,123	10/16/2001
HIGH POWER ULTRASONIC TRANSDUCER WITH BROADBAND FREQUENCY CHARACTERISTICS AT ALL OVERTONES AND HARMONICS	10/208,433	07/30/2002	7,019,439	03/28/2006

**2. Patent Licenses**





a. Those patents licensed pursuant to that certain Patents License Agreement dated as of September 21, 2006, by and between Electronic Power Components, Inc., William L. Puskas, and Cleaning Technologies Group, LLC.

**Schedule 2**

**Trademarks**

**1. Registered/Pending Trademarks**

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
BLACKSTONE-NEY ULTRASONICS	78/279,820	07/28/2003	3,254,690	06/26/2007
MULTIMEG	85/289,244	04/07/2011	4,185,012	08/07/2012
UPSWEEP	78/512,406	11/05/2004	3,116,146	07/18/2006
MULTISONIK	78/512,415	11/05/2004	3,035,521	12/27/2005
NEPTUNE	78/276,850	07/21/2003	2,860,323	07/06/2004
AGI-SONIC	76/107,068	08/11/2000	2,560,252	04/09/2002
LEAN VEYOR	76/554,020	10/06/2003	2,894,917	10/19/2004
ATLANTIS	76/176,238	12/07/2000	2,608,984	08/20/2002
LEAN JET and Design	75/778,519	08/19/1999	2,582,893	06/18/2002
LEAN JET	75/778,520	08/19/1999	2,456,290	05/29/2001
SWEEPSONIK	75/152,566	08/19/1996	2,115,670	11/25/1997
RANSOHOFF	72/079,710	08/17/1959	694,510	03/15/1960
DUALSWEEP	78/512,431	11/05/2004	3,035,526	12/27/2005
THE GREASE MONKEY & Design	78281873	08/01/2003	2,934,748	03/22/2005

Mark	Serial Number	Filing Date	Registration Number	Registration Date
 BLACKSTONE-NEY ULTRASONICS <small>CLEANING TECHNOLOGIES GROUP</small>	85790089	11/29/2012	4513355	04/15/2014
 <small>CLEANING TECHNOLOGIES GROUP</small>	85790090	11/29/2012	4517010	04/22/2014
 CTG ASIA <small>CLEANING TECHNOLOGIES GROUP</small>	85790087	11/29/2012	4504013	04/01/2014
 RANSOHOFF <small>CLEANING TECHNOLOGIES GROUP</small>	85790081	11/29/2012	4500333	03/25/2014

**2. State and Common Law Trade Names and Trademarks**

Trade Names:

Ransohoff  
Blackstone ~ NEY Ultrasonics  
Ransohoff, Inc.  
Blackstone ~ NEY, Inc.

**3. Trademark License Rights**

None.



**Schedule 3**

**Copyrights**

None.