

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504772

<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>
MOTOR CITY FASTENER, LLC		12/28/2018	Corporation: DELAWARE LLC
SMITH FASTENER ACQUISITION, LLC		12/28/2018	Corporation: DELAWARE LLC
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CADENCE BANK, N.A.		
<b>Street Address:</b>	2100 3rd Avenue North		
<b>Internal Address:</b>	Suite 1100		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35203		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5525423	MOTOR CITY FASTENER	
Registration Number:	5408397	CRIB BOSS SMART INVENTORY SYSTEMS MOTORC	
Registration Number:	5408398	CRIB BOSS SMART INVENTORY SYSTEMS MOTORC	
Registration Number:	3427781	WVB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2052541999		
<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>Phone:</b>	205-254-1202		
<b>Email:</b>	tebbert@maynardcooper.com		
<b>Correspondent Name:</b>	Paul Wallace		
<b>Address Line 1:</b>	1901 6th Ave North Suite 2400		
<b>Address Line 4:</b>	Birmingham, ALABAMA 35203		
<b>ATTORNEY DOCKET NUMBER:</b>	13086.0079		
<b>NAME OF SUBMITTER:</b>	Paul Wallace		
<b>SIGNATURE:</b>	/Paul Wallace/		

CH \$115.00 5525423

<b>DATE SIGNED:</b>	01/07/2019
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**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of December 28, 2018, is made by and among MOTOR CITY FASTENER, LLC, a Delaware limited liability company (the "**Borrower**") and the guarantors listed on the signature pages hereto (together with the Borrower, the "**Loan Parties**") in favor of CADENCE BANK, N.A., a national banking association (the "**Bank**").

WHEREAS, the Borrower has entered into a Credit Agreement dated as of December 28, 2018 (the "**Credit Agreement**") with the Bank.

WHEREAS, as a condition precedent to the making of loans by the Bank under the Credit Agreement, each Loan Party has executed and delivered to the Bank a Security Agreement dated as of December 28, 2018, made by and among the Loan Parties (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Loan Parties have granted to the Bank a security interest in, among other property, certain intellectual property of the Loan Parties, 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, the United States Patent and Trademark Office.

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

1. Grant of Security. Each Loan Party hereby pledges and grants to the Bank a security interest in and to all of the right, title and interest of such Loan Party in, to and under the following (the "**IP Collateral**"):
  - (a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**");
  - (b) all rights of any kind whatsoever of such Loan Party accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - (c) 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

(d) 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. Each Loan Party authorizes the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Bank.

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

4. 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 facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto 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 Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each Loan Party 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.

**MOTOR CITY FASTENER, LLC**

By: Bryan T  
Name: Bryan Tolles  
Title: Executive Vice President and Secretary

**MOTOR CITY FASTENER INVESTMENTS, LLC**

By: Bryan T  
Name: Bryan Tolles  
Title: Executive Vice President and Secretary

**SMITH FASTENER ACQUISITION, LLC**

By: Bryan T  
Name: Bryan Tolles  
Title: Executive Vice President and Secretary

AGREED TO AND ACCEPTED:

**CADENCE BANK, N.A.**

By: \_\_\_\_\_  
Name: Hoyt Elliott  
Title: Relationship Manager

IN WITNESS WHEREOF, each Loan Party 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.

**MOTOR CITY FASTENER, LLC**

By: \_\_\_\_\_  
Name: Bryan Tolles  
Title: Executive Vice President and Secretary

**MOTOR CITY FASTENER INVESTMENTS, LLC**


By: \_\_\_\_\_  
Name: Bryan Tolles  
Title: Executive Vice President and Secretary

**SMITH FASTENER ACQUISITION, LLC**

By: \_\_\_\_\_  
Name: Bryan Tolles  
Title: Executive Vice President and Secretary

AGREED TO AND ACCEPTED:


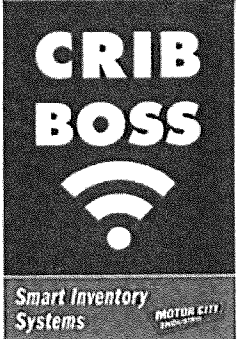

**CADENCE BANK, N.A.**

By:  \_\_\_\_\_  
Name: Hoyt Elliott  
Title: Relationship Manager

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

**Motor City Fastener, LLC**

<b>Mark</b>	<b>Grantor's % Ownership</b>	<b>Jurisdiction(s) and Office Where Registered</b>	<b>Registration Number</b>
	100%	United States (Federal)	5525423
	100%	United States (Federal)	5408397
	100%	United States (Federal)	5408398

**Smith Fastener Acquisition, LLC**

<b>Mark</b>	<b>Grantor's % Ownership</b>	<b>Jurisdiction(s) and Office Where Registered</b>	<b>Registration Number</b>
<u>WVB</u>	100%	United States (Federal)	3427781