

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		11/12/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Shelby Group International, Inc.		
Street Address:	1255 Schilling Blvd. W.		
City:	Collierville		
State/Country:	TENNESSEE		
Postal Code:	38017		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 124			
Property Type	Number	Word Mark	
Registration Number:	4861188	FLEX 24-7	
Registration Number:	1879139	ADVANTAGE	
Registration Number:	2100397	ARTIC JACK	
Registration Number:	4769938	BACKDRAFT	
Registration Number:	2944390	BEAR KAT	
Registration Number:	1446570	BIG JAKE	
Registration Number:	1940313	BLACK JACK	
Registration Number:	2418001	BLACKJACK	
Registration Number:	3321997		
Registration Number:	1483140	BLUE BEAST	
Registration Number:	2672912	BLUE COAT	
Registration Number:	1560638	BLUE GRIT	
Registration Number:	1446571	BRONCO	
Registration Number:	0200394	BULL'S EYE	
Registration Number:	2727584	CHECKMATE	
Registration Number:	1829790	CONTRACTOR	
Registration Number:	1560685	CREWS	
Registration Number:	2248643		
Registration Number:	3489965	DALLAS	
TRADEMARK			

CH \$3115.00 4861188

Property Type	Number	Word Mark
Registration Number:	2887313	DESPERADO
Registration Number:	2488050	DEUCE
Registration Number:	2498635	DUOPRENE
Registration Number:	2316905	DURAMASS
Registration Number:	2394014	DURAMASS AF4
Registration Number:	1546181	ENGINEER
Registration Number:	2036171	EXCALIBUR
Registration Number:	2961346	FDP
Registration Number:	1514425	FIREWALL
Registration Number:	2358956	FLEX-TUFF
Registration Number:	3726622	FORCE FLEX
Registration Number:	1549948	FOREMAN
Registration Number:	2057878	FROSTBITE
Registration Number:	4071250	G-BLOC
Registration Number:	4206283	HELLION
Registration Number:	4385464	HELLKAT
Registration Number:	2897845	HOMBRE
Registration Number:	1466396	HONEY GRIP
Registration Number:	4847966	HYDROBLAST
Registration Number:	3723616	INERTIA
Registration Number:	1531817	INNOVATOR
Registration Number:	3999577	JUST TRY TO OUTWORK US
Registration Number:	2902031	KLONDIKE
Registration Number:	1483141	KODIAK
Registration Number:	3437006	LAW
Registration Number:	4302568	MANTIS
Registration Number:	1577473	MATRIX
Registration Number:	4697063	MAX 3
Registration Number:	4697064	MAX 6
Registration Number:	4565627	MAX COMFORT
Registration Number:	3710397	MAX-LITE
Registration Number:	3071807	MCR SAFETY
Registration Number:	3999558	MCR SAFETY
Registration Number:	3858298	MEMPHIS HARBOR MASTER
Registration Number:	2302438	NITRISHIELD
Registration Number:	2312213	NITRI SHIELD
Registration Number:	3862061	NITRI SHIELD STEALTH
Registration Number:	4870107	PANTERA

Property Type	Number	Word Mark
Registration Number:	2457726	PREDAKNIT
Registration Number:	1917188	PRODIGY
Registration Number:	3967283	RATTLER
Registration Number:	4302563	REAPER
Registration Number:	2489467	RED BRICK
Registration Number:	2497194	RED BRICK
Registration Number:	0330159	RED HARE
Registration Number:	2716072	RED RAM
Registration Number:	2605730	REDCOAT
Registration Number:	1814792	RIVER CITY
Registration Number:	2406842	RT2
Registration Number:	3101123	RUBICON
Registration Number:	2131417	RX OPTION
Registration Number:	3729905	SAFE2BREATHE
Registration Number:	3955649	SAFEWAVES
Registration Number:	3913730	SHELBY
Registration Number:	1603489	SHELBY
Registration Number:	3659271	PLASMA
Registration Number:	3979400	SHELBY FLEX-POINTS
Registration Number:	4115575	SHELBY KOALA GOLD
Registration Number:	2445227	SIDEKICK
Registration Number:	2088160	SNAKESKINS
Registration Number:	2347639	STEAMBLOCK
Registration Number:	1477847	STEELCORE
Registration Number:	2152759	STORM
Registration Number:	2559100	STRATOS
Registration Number:	4143251	SWAGGER
Registration Number:	2249861	TACOMA
Registration Number:	2039507	TAHOE
Registration Number:	2574704	THE #1 GLOVE IN FIRE
Registration Number:	1483538	THE CONSOLIDATOR
Registration Number:	2488013	THERMO SOCK
Registration Number:	4043320	TOASTYSEAT
Registration Number:	2570081	TOMAHAWK
Registration Number:	2607785	TREMOR
Registration Number:	3512331	TRIBAL
Registration Number:	2724864	TRIWEAR
Registration Number:	2615939	ULTRA TECH

Property Type	Number	Word Mark
Registration Number:	4744595	USS DEFENSE
Registration Number:	2019571	VERDICT
Registration Number:	1410662	VIBRA-SORB
Registration Number:	1681284	WHIZBANG
Registration Number:	3797270	XCAVATOR
Registration Number:	3530733	XO SKELETON
Registration Number:	2629183	XTRICATION
Registration Number:	1881338	YUKON
Registration Number:	2528333	ZX
Serial Number:	86170945	BLACKKAT
Serial Number:	86539456	DOMINATOR
Serial Number:	86512792	EYETICKET
Serial Number:	86526564	FLEXTUFF
Serial Number:	85382556	MEMPHIS COLOR FUSION
Serial Number:	86170818	MEMPHIS DIE HARD
Serial Number:	86261164	PREDAGRIP
Serial Number:	86348572	PREFECT
Serial Number:	86253351	VERSIO
Registration Number:	5688849	CUT PRO
Registration Number:	5600266	MCR SAFETY
Registration Number:	5215272	ULTRATECH
Registration Number:	5064690	BOSSMAN MIRROR
Registration Number:	4961235	BIG JAKE
Registration Number:	4958284	PREDATOR
Registration Number:	1879140	SLX
Serial Number:	88276235	TRIOLOGY
Serial Number:	88124022	FORCEFLEX
Serial Number:	88067857	HYPERMAX
Serial Number:	87260771	MCR SAFETY NXG

CORRESPONDENCE DATA

Fax Number: 8169838080

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: 8169838000

Email: PTO-KC@huschblackwell.com

Correspondent Name: Husch Blackwell LLP

Address Line 1: 4801 Main Street, Suite 1000

Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	706584.9574
NAME OF SUBMITTER:	Olivia Miller
SIGNATURE:	/olivia miller/
DATE SIGNED:	05/19/2021

Total Attachments: 34

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RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this "Release") is made and effective as of November 12, 2020 (the "Effective Date") by BANK OF AMERICA, N.A., as successor in interest to REGIONS BANK, its successors and/or assigns (the "Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Fourth Amended and Restated Loan and Security Agreement, dated as of June 28, 2013, that certain Fifth Amended and Restated Loan and Security Agreement, dated as of May 15, 2019, and that certain Amended and Restated Security and Pledge Agreement, dated as of May 15, 2019 (each as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof) (collectively, the "Loan Agreements"), by and between the Bank and Shelby Group International, Inc., a Tennessee corporation (the "Company"), the Company granted to the Bank a security interest in certain patents, patent applications, trademarks, and trademark applications, as set forth in the Loan Agreements, including without limitation that which is set forth on Schedule A to the Patent Assignment of Security, Schedule A to the Trademark Assignment of Security, Schedule 1 to the Notice of Grant of Security Interest in Patents, and Schedule 1 to the Notice of Grant of Security Interest In Trademarks, which are attached hereto as Exhibits I, II, III, and IV, respectively (Exhibits I and III listing the "Patent Collateral" and Exhibits II and IV listing the "Trademark Collateral");

WHEREAS, the Patent Assignment of Security was recorded in the United States Patent and Trademark Office on May 2, 2016, at reel 038435, Frame 0469; the Trademark Assignment of Security was recorded in the United States Patent and Trademark Office on May 2, 2016, at Reel 5782, Frame 0646; the Notice of Grant of Security Interest in Patents was recorded in the United States Patent and Trademark Office on May 16, 2019 at Reel 049216, Frame 0673; and the Notice of Grant of Security Interest in Trademarks was recorded in the United States Patent and Trademark Office on May 16, 2019 at Reel 006647, Frame 0707; and

WHEREAS, the Company has requested that the Bank release its security interest in the Patent Collateral and the Trademark Collateral and reassign the same to the Company.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. The Bank, without recourse, representation or warranty of any kind whatsoever, hereby terminates, cancels, releases, and discharges the security interest in the Patent Collateral and the Trademark Collateral created under the Loan Agreements, including without limitation the patents and patent applications listed on Schedule A of the Patent Assignment of Security and Schedule 1 to the Notice of Grant of Security Interest in Patents, and the trademarks and trademark applications Schedule A of the Trademark Assignment of Security and Schedule 1 to the Notice of Grant of Security Interest In Trademarks.

2. The Bank agrees to take all further actions, and provide to the Company and each of its successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Company to more fully and effectively effectuate the purposes of this Release at the expense of the Company.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Bank has caused this Release Of Security Interest In Patents And Trademarks to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A.

By 

Name: Bruce Clark

Title: Senior Vice President

EXHIBIT I

Schedule A to Patent Assignment of Security
Granted by Shelby Group International, Inc. In Favor of Regions Bank
Recorded May 2, 2016 at Reel 38435, Frame 0469

EXHIBIT II

Schedule A to Trademark Assignment of Security
Granted by Shelby Group International, Inc. In Favor of Regions Bank
Recorded May 2, 2016 at Reel 5782, Frame 0646

EXHIBIT III

Schedule 1 to Notice of Grant of Security Interest in Patents
Granted by Shelby Group International, Inc. In Favor of Bank Of America, N.A.
Recorded May 16, 2019 at Reel 049216, Frame 0673

EXHIBIT IV

Schedule 1 to Notice of Grant of Security Interest in Trademarks
Granted by Shelby Group International, Inc. In Favor of Bank Of America, N.A.
Recorded May 16, 2019 at Reel 006647, Frame 0707

TRADEMARK

REEL: 007299 FRAME: 0088

PATENT ASSIGNMENT OF SECURITY

WHEREAS, SHELBY GROUP INTERNATIONAL, INC., a Tennessee corporation, having a mailing address at 1255 Schilling Blvd. W., Collierville, Tennessee 38017 (“Borrower”), has adopted, used and is using the patents shown in the attached Schedule A (the “Patents”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to REGIONS BANK (“Regions”) and various other financial institutions (together with Regions, “Lenders”) and Regions as agent for Lenders (“Agent”) pursuant to (i) a certain Fourth Amended and Restated Loan and Security Agreement, dated as of April 21, 2016, among Borrower, Agent, and Lenders and (ii) a certain Amended and Restated Patent Security Agreement, dated as of December 22, 2011, made by Borrower in favor of Agent (as assignee of HSBC USA, NATIONAL ASSOCIATION (“HSBC”), as assignee of RBS Citizens Business Capital, division of RBS Asset Finance Inc., subsidiary of RBS Citizens N.A f/k/a Citizens Leasing Corporation through its division Citizens Business Credit) (as each may be amended, modified, restated or supplemented from time to time, collectively, the “Agreements”); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Patents, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the goodwill of the business symbolized by the Patents, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Patents, together with the goodwill of the business symbolized by the Patents, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

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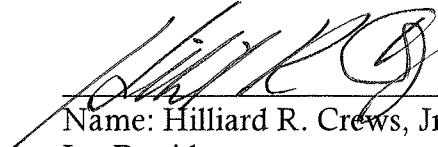
TRADEMARK

REEL: 008299 FRAME: 0089

Borrower expressly acknowledges and affirms that the rights and remedies of Agent with respect to the assignment and security interest granted under this Patent Assignment of Security are more fully set forth in the Agreements.

Dated: April 21, 2016

SHELBY GROUP INTERNATIONAL,
INC.



Name: Hilliard R. Crews, Jr.
Its: President

REGIONS BANK, as Agent

Name: Cheryl Boyd
Its: Senior Vice President


Borrower expressly acknowledges and affirms that the rights and remedies of Agent with respect to the assignment and security interest granted under this Patent Assignment of Security are more fully set forth in the Agreements.

Dated: April 21, 2016

SHELBY GROUP INTERNATIONAL,
INC.

Name: Hilliard R. Crews, Jr.
Its: President

REGIONS BANK, as Agent



Name: Cheryl Boyd
Its: Senior Vice President

SCHEDULE A

Schedule A to a Patent Assignment of Security dated April 21, 2016, by and between
SHELBY GROUP INTERNATIONAL, INC. and REGIONS BANK.

<u>Patents</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>	<u>Country</u>
1. Glove Construction and Method of Making	4733413	3/5/1987	USA
2. Firefighter glove and method of manufacture	5349705	9/27/1994	USA
3. Prescription Lens attachable to Safety Glasses	5428407	6/27/1995	USA
4. Means for mounting a prescription lens Accessory onto a pair of glasses	5493348	2/20/1996	USA
5. Safety glasses and prescription lens insert combination	D372490	8/6/1996	USA
6. Prescription Lens attachable to Safety Glasses	5608470	3/4/1997	USA
7. Safety Goggle Assembly including corrective Lenses	5657106	8/12/1997	USA
8. Safety Glasses-Ornamental design for safety glasses	D401607	11/24/1998	USA
9. Angularly adjustable temples for eyeglasses	5980038	11/9/1999	USA
10. Safety Glasses-Ornamental design for safety glasses	D418533	1/4/2000	USA
11. Eyeglasses with improved lens titling support structure	6464354	10/15/2002	USA
12. Improved Glove patent/Glove Construction and Method of Making Same	7784113	3/2/2005	USA
13. Glove Finger Attachment System	9072325	7/7/2015	USA

<u>Patent Applications</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>
1. Glove Thermal Protection System	13837987	3/15/2013	USA

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, SHELBY GROUP INTERNATIONAL, INC., a Tennessee corporation, having a mailing address at 1255 Schilling Blvd. W., Collierville, Tennessee 38017 (“Borrower”), has adopted, used and is using the marks shown in the attached Schedule A (the “Marks”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to REGIONS BANK (“Regions”) and various other financial institutions (together with Regions, “Lenders”) and Regions as agent for Lenders (“Agent”) pursuant to (i) a certain Fourth Amended and Restated Loan and Security Agreement, dated as of April 21, 2016, among Borrower, Agent, and Lenders and (ii) a certain Amended and Restated Trademark Security Agreement, dated as of December 22, 2011, made by Borrower in favor of Agent (as assignee of HSBC USA, NATIONAL ASSOCIATION (“HSBC”), as assignee of RBS Citizens Business Capital, division of RBS Asset Finance Inc., subsidiary of RBS Citizens N.A f/k/a Citizens Leasing Corporation through its division Citizens Business Credit) (as each may be amended, modified, restated or supplemented from time to time, collectively, the “Agreements”); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

Borrower expressly acknowledges and affirms that the rights and remedies of Agent with respect to the assignment and security interest granted under this Trademark Assignment of Security are more fully set forth in the Agreements.

Dated: April 21, 2016

SHELBY GROUP INTERNATIONAL,
INC.



Name: Hilliard R. Cfees, Jr.
Its: President

REGIONS BANK, as Agent

Name: Cheryl Boyd
Its: Senior Vice President


Borrower expressly acknowledges and affirms that the rights and remedies of Agent with respect to the assignment and security interest granted under this Trademark Assignment of Security are more fully set forth in the Agreements.

Dated: April 21, 2016

SHELBY GROUP INTERNATIONAL,
INC.

Name: Hilliard R. Crews, Jr.
Its: President

REGIONS BANK, as Agent



Name: Cheryl Boyd
Its: Senior Vice President

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated April 21, 2016, by and between SHELBY GROUP INTERNATIONAL, INC. and REGIONS BANK.

Trademark	Country of Registration	Reg #	Registration Date
24-7	US	4861188	11/24/2015
Advantage	US	1879139	2/14/1995
Artic Jack (and design)	US	2100397	9/23/1997
Backdraft	US	4769938	7/7/2015
Bear Kat	US	2944390	4/26/2005
Big Jake	US	1446570	7/7/1987
Black Jack	US	1940313	12/12/1995
BlackJack	US	2418001	1/2/2001
Black Line	US	3321997	10/23/2007
BlackKat	US	86/170945	3/17/2015
Blue Beast	US	1483140	4/5/1988
Blue Coat	US	2672912	1/7/2003
Blue Grit	US	1560638	10/17/1989
Bronco	US	1446571	7/7/1987
Bull's Eye	US	0200394	6/30/1925
Checkmate	US	2727584	6/17/2003
Contractor	US	1829790	4/5/1994
Crews	US	1560685	10/17/1989
Crews Logo	US	2248643	6/1/1999
Dallas	US	3489965	8/19/2008
Desperado	US	2887313	9/21/2004
Deuce	US	2488050	9/11/2001
Dominator	US	86539456	
Duoprene	US	2498635	10/16/2001
Duramass	US	2316905	2/8/2000
Duramass AF4	US	2394014	10/10/2000
Engineer	US	1546181	7/4/1989
Excalibur	US	2036171	2/4/1997
Eyticket	US	86512792	
FDP	US	2961346	6/7/2005
Firewall	US	1514425	11/29/1988
FlexTuff	US	86526564	
Flex-Tuff	US	2358956	6/20/2000
Force Flex	US	3726622	12/15/2009
Foreman	US	1549948	8/1/1989
Frostbite	US	2057878	4/29/1997
G-Bloc	US	4071250	12/13/2011
Hellion	US	4206283	9/11/2012
HellKat	US	4385464	8/13/2013
Hombre	US	2897845	10/26/2004
Honey Grip	US	1466396	11/24/1987
Hydroblast	US	4847966	11/3/2015
Inertia	US	3723616	12/8/2009
Innovator	US	1531817	3/28/1989
Just Try to Outwork us	US	3999577	7/19/2011
Klondike	US	2902031	11/9/2004
Kodiak	US	1483141	4/5/1988
Law	US	3437006	5/27/2008
Mantis	US	4302568	3/12/2013
Matrix	US	1577473	1/16/1990
Max 3	US	4697063	3/3/2015
Max 6	US	4697064	3/2/2015
Max Comfort	US	4565627	7/8/2014
Maxlite	US	3710397	11/10/2009
MCR Safety	US	3071807	3/21/2006

Trademark	Country of Registration	Reg #	Registration Date
MCR Safety and Design	US	3999558	7/19/2011
Memphis Color Fusion	US	85382556	
Memphis Die Hard	US	86/170818	
Memphis Harbor Master	US	3858298	10/5/2010
NitriShield	US	2302438	12/21/1999
NitriShield (and design)	US	2312213	1/25/2000
NitriShield Stealth	US	3862061	10/12/2010
Pantera	US	4870107	12/15/2015
Plasma	US	3659271	7/21/2009
Predagrip	US	86/261164	
Predaknit	US	2457726	6/5/2001
Prefect	US	86348572	
Prodigy	US	1917188	9/5/1995
Rattler	US	3967283	5/24/2011
Reaper	US	4302563	3/12/2013
Red Brick	US	2489467	9/11/2001
Red Brick (and design)	US	2497194	10/9/2001
Red Hare	US	0330159	11/19/1935
Red Ram	US	2716072	5/13/2003
RedCoat	US	2605730	8/6/2002
River City	US	1814792	1/4/1994
RT2	US	2406842	11/21/2000
Rubicon	US	3101123	6/6/2006
RX Option	US	2131417	1/20/1998
Safe2Breathe	US	3729905	12/22/2009
Safewaves	US	3955649	5/3/2011
Shelby	US	3913730	2/1/2011
Shelby (stylized)	US	1603489	6/26/1990
Shelby Flex Points	US	3979400	5/12/2010
Shelby Koala Gold	US	4115575	3/20/2012
Sidekick (and design)	US	2445227	4/17/2001
Snakeskins	US	2088160	8/12/1997
Steamblock (and design)	US	2347639	5/2/2000
Steelcore	US	1477847	2/23/1988
Storm	US	2152759	4/21/1998
Stratos	US	2559100	4/9/2002
Swagger	US	4143251	5/15/2012
Tacoma	US	2249861	6/1/1999
Tahoe	US	2039507	2/18/1997
The #1 Glove in Fire	US	2574704	5/28/2002
The Consolidator	US	1483538	4/5/1988
ThermoSock	US	2488013	9/11/2001
Toasty Seat	US	4043320	10/18/2011
Tomahawk	US	2570081	5/14/2002
Tremor	US	2607785	8/13/2002
Tribal	US	3512331	10/7/2008
Triwear	US	2724864	6/10/2003
UltraTech	US	2615939	9/3/2002
US Safety	US	1844150	7/12/1994
USS Defense	US	4744595	5/26/2015
Verdict	US	2019571	11/26/1996
Versio	US	86/253351	
Vibra-Sorb	US	1410662	9/23/1986
Whizbang	US	1681284	3/31/1992
Xcavator	US	3797270	6/1/2010
XO Skeleton	US	3530733	11/11/2008
Xtrication	US	2629183	10/1/2002
Yukon	US	1881338	2/28/1995
ZX	US	2528333	1/8/2002

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
PATENTS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Fifth Amended and Restated Loan Agreement and the Amended and Restated Security and Pledge Agreement, each dated as of May 15, 2019 (as the same may be amended, modified, extended or restated from time to time, the "Credit Agreement" and the "Security Agreement") respectively by and among the Shelby Group International, Inc. (the "Borrower") and Bank of America, N.A., as Lender, the undersigned Borrower has granted a continuing security interest in and a right to set off against the patents and patent applications shown below to the Lender:

PATENTS

<u>Patent No.</u>	Description of Patent <u>Item</u>	Date of <u>Patent</u>
	See <u>Schedule 1</u> attached hereto.	

PATENT APPLICATIONS

<u>Patent Applications No.</u>	Description of Patent <u>Applied For</u>	Date of Patent <u>Applications</u>
	See <u>Schedule 1</u> attached hereto.	

The undersigned Borrower and the Lender hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

Very truly yours,

SHELBY GROUP INTERNATIONAL, INC.

By: 

Name: WILLIAM BROWN SR.

Title: Chairman

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Lender

By: 

Name: Bruce Clark

Title: Vice President

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS
SHELBY GROUP INTERNATIONAL, INC.

TRADEMARK

REEL: 009290 FRAME: 0600

Schedule 1

Shelby Group International, Inc.
(Tennessee corporation)

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
GLOVE FINGER ATTACHMENT SYSTEM	10201199	02/12/19
GLOVE THERMAL PROTECTION SYSTEM	10136688	11/27/18
GLOVE FINGER ATTACHMENT SYSTEM	10021924	07/17/18
GLOVE FINGER ATTACHMENT SYSTEM	9549578	01/24/17

Patent Applications

Title	Appl. No.	Filing Date
GLOVE THERMAL PROTECTION SYSTEM	16198345 20190090560	11/21/18
TIRE TREAD TAPE	29668352	10/30/18
MODIFIED TIRE TREAD DESIGN	29634357	
MODIFIED TIRE TREAD DESIGN ON PREDATOR DIP KNIT	29625389	11/09/17
GLOVE CONSTRUCTION	15403061 20180192716	01/10/17
ORIGINAL TIRE TREAD DESIGN	29516047	01/29/15