

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MICO, Inc.		12/21/2011	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Street		
Internal Address:	Firstside Center		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3780405	MICO	
Registration Number:	2119665	MICO	
Registration Number:	2117902	MICO	
Serial Number:	85334905	QUADRIGAGE	
Serial Number:	85436672	MICO MOBEUS	
CORRESPONDENCE DATA			
Fax Number:	(216)363-4588		
Phone:	216.363.4635		
Email:	trademark@beneschlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Malisheia O. Douglas		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		

OP \$140.00 3780405

ATTORNEY DOCKET NUMBER:	34836-2 (\$140)
NAME OF SUBMITTER:	Malisheia O. Douglas
Signature:	/Malisheia O. Douglas/
Date:	01/10/2012

**Total Attachments: 22**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, as it may be amended, restated or otherwise modified from time to time (this "Agreement"), is executed and delivered as of this 21<sup>st</sup> day of December 2011, by MICO, INC., a corporation organized under the laws of the State of Minnesota (together with its successors and assigns, "Pledgor"), to PNC BANK, NATIONAL ASSOCIATION (together with its successors and assigns in its capacity as agent, "Agent"), as agent for the financial institutions which are now or which hereafter become a party to the Credit Agreement, as hereinafter defined (collectively, "Lenders").

### RECITALS:

Pledgor, certain other Credit Parties which from time to time become party thereto, Agent and Lenders are entering into that certain Revolving Credit, Term Loan, Equipment Loan and Security Agreement, dated as of the date hereof (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that Lenders grant to Pledgor the financial accommodations as described in the Credit Agreement.

Pledgor deems it to be in its direct pecuniary and business interests that Pledgor obtain from Lenders the Advances (as defined in the Credit Agreement), and other financial accommodations provided for in the Credit Agreement.

Pledgor understands that Agent and Lenders are willing to enter into the Credit Agreement and to grant to Pledgor the Advances and such financial accommodations only upon certain terms and conditions, one of which is that Pledgor grant to Agent, for the benefit of Lenders, a security interest in, and an assignment of, the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Agent and Lenders entering into the Credit Agreement, granting to Pledgor the Advances and such other financial accommodations and for other valuable consideration.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Claim" shall mean an actual or imminent threat of a lawsuit or other proceeding in which a judicial determination of infringement or violation of any patent, trademark, copyright, trade secret or other intellectual property right has or may be made.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) Patents; (b) Trademarks; (c) Licenses; (d) all of the goodwill of Pledgor's business, including, but not

limited to, all goodwill connected with and symbolized by the Trademarks; (e) Intellectual Property Rights; and (f) proceeds of any of the foregoing.

“Debt” shall mean the Obligations, as such term is defined in the Credit Agreement.

“Licenses” shall mean any license agreement to which Pledgor is a party, whether Pledgor is a licensor or licensee, if any, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses.

"Intellectual Property Rights" shall mean all rights of Pledgor with respect to any Patents and Trademarks including, but not limited to, all rights to (a) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (b) the right to sue for past, present and future infringements thereof; and (c) all rights corresponding thereto throughout the world.

“Patents” shall mean any patent and patent application of Pledgor, including, without limitation, the inventions and improvements described and claimed therein, if any, and those patents listed on Schedule A attached hereto and made a part hereof, together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof throughout the world.

“Obligor” shall mean a Person whose credit or any of whose property is pledged to the payment of any portion of the Debt and includes, without limitation, (a) Pledgor, (b) any Guarantor and (c) any signatory to an Other Document.

“USPTO” shall mean the United States Patent and Trademark Office.

“Trademarks” shall mean all trademarks and service marks of Pledgor, including without limitation, any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, if any, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto and made a part hereof and renewals thereof throughout the world.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Agent shall at all times have, and hereby grants to Agent, for its benefit and for the ratable benefit of each Lender, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Agent or Lenders of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Agent and Lenders that as of the date hereof:

(a) Pledgor is the owner of the Patents and Trademarks and no material Patents or Trademarks have been adjudged invalid or unenforceable;

(b) except as set forth in Schedules 5.9 and 5.10 of the Credit Agreement, Pledgor has no knowledge of any Claim involving the Collateral;

(c) except for Permitted Encumbrances and for licenses granted by Pledgor as licensor listed on Schedule 5.9 of the Credit Agreement, and/or for licenses in which Pledgor is a licensee, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Pledgor not to sue third Persons;

(d) except for licenses in which Pledgor is a licensee as identified on schedule 5.9 of the Credit Agreement, Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(e) Pledgor has used, and shall continue to use, for the duration of this Agreement, such statutory notices in connection with the Collateral as is consistent with the interests of protecting and enforcing its Intellectual Property Rights;

(f) Pledgor represents and warrants that it owns the Trademarks listed on Schedule B attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks registered with and/or pending before the USPTO or other jurisdictions that Pledgor now owns or uses in connection with its business, other than any such marks which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it owns or is licensed to use all Trademarks that it uses; and

(g) Pledgor represents and warrants that it owns the Patents listed on Schedule A attached hereto and made a part hereof, that said Patents constitute all the issued patents and/or pending applications filed with the USPTO or other jurisdictions that Pledgor now owns, other than any such patents or applications which are expired or abandoned. Pledgor represents and warrants that it owns or is licensed to use or practice under all Patent registrations and applications that it owns, uses or practices under.

(h) Set forth on Schedule C attached hereto is a list of all Licenses which are (i) material to the operation and conduct of the business of Pledgor or (ii) related to the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses. .

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral other than as permitted under Section 4.3 of the Credit Agreement or with Agent's prior written consent. Absent permission under such Section 4.3 or such prior written consent, any such attempted sale or license is null and void.

5. Right to Inspect. Pledgor hereby grants to Agent and Lenders and their respective employees and agents the right to visit any location of Pledgor and to inspect Pledgor's books

and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in the Credit Agreement.

6. Standard Patent and Trademark Use. Pledgor shall not knowingly use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287 with respect to any patented articles Pledgor sells that are covered by any of the Patents. Pledgor shall further conform its usage of any Trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and <sup>SM</sup> where appropriate.

7. Event of Default.

(a) Pledgor expressly acknowledges that Agent may record this Agreement with the USPTO provided that the recordation is designated as a security interest on the recordation cover page. Contemporaneously herewith, Pledgor shall also execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent, in escrow, until the occurrence of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Agent in the form attached as Exhibit A and upon written notice to Pledgor and thereafter Agent may, in its sole discretion, record the Assignment with the PTO. The provisions of this paragraph (a) shall not limit or contradict the provisions of the following paragraph (b) or any of the rights and remedies of Agent described therein.

(b) If an Event of Default shall occur and be continuing, in addition to Agent's rights to elect to make the Assignment effective as provided for in paragraph (a) above, Pledgor irrevocably authorizes and empowers Agent, on behalf of Lenders, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law, including without limitation all rights and remedies of a secured party under the UCC, provided that unless and until Agent sells the Collateral at a public or private sale, Pledgor shall have a non-exclusive, royalty free right and license to use the Collateral to wind down its business or otherwise continue its business activities. Without limiting the generality of the foregoing, Agent may sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all expenses for attorneys' and brokers' fees and other legal services), Agent shall apply such proceeds against payment of the Debt in accordance with the terms of the Credit Agreement. Notice of any sale or other disposition of the Collateral shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. Termination. At such time as the Debt has been irrevocably paid in full, the commitments of Lenders under the Credit Agreement terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and Lenders (or any of them), this Agreement shall terminate and Agent shall, upon Pledgor's request, execute and deliver to

Pledgor, at Pledgor's expense, all deeds, assignments, and other instruments as Pledgor shall reasonably request to evidence the release of Agent's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by Agent pursuant hereto; provided, however that the provisions of Sections 9, 11, 22, 23, 24, 25 and 26 shall survive any termination of this Agreement.

9. Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts reasonably necessary to maintain or preserve the Collateral. Notwithstanding the foregoing, if Pledgor, in its commercially reasonable judgment, believes that filing for patent protection or continuing to prosecute a patent application in a particular jurisdiction, and/or payment of issue fees, maintenance fees and/or annuities for any one or more Patents, or pursuing an opposition or post grant proceeding, is not warranted for legitimate business reasons, Pledgor may allow any such patent applications and/or Patents to lapse, expire or go abandoned upon sixty (60) days prior written notice to Agent. Similarly, notwithstanding the foregoing, if Pledgor, in its commercially reasonable judgment, believes that filing for trademark protection or continuing to prosecute a trademark application in a particular jurisdiction, and/or payment of extension and/or renewal fees for any one or more Trademarks, or pursuing an opposition or post grant proceeding, is not warranted for legitimate business reasons, Pledgor may allow any such trademark applications and/or Trademarks to lapse, expire or go abandoned upon sixty (60) days prior written notice to Agent. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Agent and Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, within ten (10) days of demand by Agent, and, until so paid after demand, shall be added to the principal amount of the Debt and secured by the Collateral (and all other "Collateral" as defined in the Credit Agreement).

10. Pledgor's Obligations to Prosecute. Subject to Paragraph 9, or except as otherwise agreed to by Agent in writing, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, and to do any and all acts that are reasonably necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred by Agent in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Agent.

11. Agent's Rights to Enforce. Pledgor shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Agent and Lenders shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Pledgor reimburse and indemnify Agent and Lenders for all damages, and expenses, including attorneys' fees incurred by Agent in connection with the provisions of this Section 11, in the event Agent and Lenders elect to join in any such action commenced by Pledgor in accordance with the terms of the Credit Agreement.

12. Power of Attorney. Pledgor hereby authorizes and empowers Agent, on behalf of Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse Pledgor's name on all applications, documents, papers and instruments reasonably necessary for Agent to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or reasonably necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties, including the power to execute in the name of Pledgor and deliver to the USPTO for recording instruments of assignment and/or transfer for all or any part of the Collateral naming as assignee or transferee either Agent or any party that may purchase all or any part of the Collateral at any public or private sale conducted by Agent as a secured creditor. Pledgor hereby consents to such attorney lawfully doing or causing to be done the foregoing consistent with the intent and purpose of this Paragraph. This power of attorney shall be irrevocable for the life of this Agreement.

13. Agent's Right to Perform Obligations. If Pledgor materially fails to comply with any of its obligations under this Agreement, Agent, on behalf of Lenders, may after notice to Pledgor, but is not obligated to, do so in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent on demand in full for all expenses, including attorneys' fees, incurred by Agent in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be reasonably required by Agent in order to effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement.

15. New Collateral. If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Sections 2 and 7 hereof shall automatically apply thereto as if the same were identified on Schedules A, B or C attached hereto and made a part hereof as of the date hereof, and Pledgor shall give Agent prompt written notice thereof as required in the Credit Agreement.

16. Modification for New Collateral. Pledgor hereby authorizes Agent to modify this Agreement by amending Schedules A, B and/or C to include any future Collateral as contemplated by Sections 2 and 15 hereof and, at Agent's request, Pledgor shall execute any documents or instruments reasonably required by Agent in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedules A, B and/or C shall be effective without the signature of Pledgor. Pledgor hereby acknowledges that, consistent with Paragraph 7(a), Agent may refile or re-record this Agreement with the USPTO, together with any such modification to Schedules A, B and/or C.

17. No Waiver. No course of dealing between Pledgor and Agent and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent or Lenders, any right, power or privilege hereunder or under any of the Other Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.



18. Remedies Cumulative. All of the rights and remedies of Agent and Lenders with respect to the Collateral, whether established hereby or by the Other Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgor and Agent, on behalf of Lenders. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

21. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Agent. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be given to or made upon Pledgor or Agent as the case may be, in accordance with the terms of Section 17.6 of the Credit Agreement.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applied to contracts to be performed wholly within the State of Illinois. Any judicial proceeding brought by or against Pledgor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of Illinois, United States of America, and by execution and delivery of this Agreement, Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by, subject to its right of appeal, any judgment rendered thereby in connection with this Agreement. Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Pledgor at its address set forth in Section 17.6 of the Credit Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at the Agent's option, by service upon Borrowing Agent which Pledgor irrevocably appoints as Pledgor's agent for the purpose of accepting service within the State of Illinois. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against Pledgor in the courts of any other jurisdiction. Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder in the States of Illinois or Minnesota and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Pledgor waives the right to remove any judicial proceeding brought against Pledgor in any Illinois or Minnesota state court to any federal court. Notwithstanding anything to the contrary contained in the foregoing, any judicial proceeding by Pledgor against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Cook, State of Illinois.

24. Indemnity: Administration and Enforcement. Pledgor will reimburse each Lender, on that Lender's demand from time to time, and Agent, on Agent's demand from time to time, for any and all reasonable fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) reasonably incurred by that Lender or Agent, as the case may be, in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Pledgor, at a rate per annum equal to the Default Rate.

25. Unconditional and Continuing Security Interest. Pledgor's obligations under this Agreement and the granting of a security interest to Agent pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until the Debt shall have been paid in full, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Debt is outstanding, regardless of any act, omission, or course of dealing whatever on the part of Agent and Lenders, or any of them, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Debt for purposes of this Agreement, nor Pledgor's obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Agent or any Lender of any credit to any Obligor, whether or not liability therefor constitutes Debt, or any failure or refusal of Agent or any Lender to grant any other credit to any Obligor even if Agent or such Lender thereby breaches any duty or commitment to Pledgor or any other Person,

(b) the application by Agent or any Lender of credits, payments, or proceeds to any portion of the Debt,

(c) any extension, renewal, or refinancing of the Debt in whole or in part,

(d) any amendment, restatement, or other modification of any kind in, to, or of the Credit Agreement or any Other Document, or any consent or other indulgence granted to any Obligor, or any waiver of any Event of Default (under this Agreement or the Credit Agreement), including without limitation, (i) any extension or change in the time of payment, and/or the manner, place or terms of payment of any or all of Debt, (ii) any renewal, extension of the maturity of the Debt, (iii) any increase or decrease of any loans and extension of credit (and/or any maximum credit limits or sublimits with respect to any such loans or extensions of credit) constituting the Debt, and/or making available to Pledgor or other Credit Parties any new or additional or increased loans or extensions of credit (whether such new, additional or increased loans or extensions of credit are the same or of new or different types as the loans and extensions of credit available to Pledgor and the other Credit Parties under the Credit Agreement and the other Debt as of the date hereof) and (iv) any modification of the terms and conditions under which loans and extensions of credit may be made under the Credit Agreement,

(e) any acceptance of security for or any other Obligor on the Debt or any part thereof, or any release of any security or other Obligor (or compromise or settlement of the liability of any Obligor for the Debt), whether or not Agent or any Lender receives consideration for the release, compromise or settlement,

(f) any discharge of the Debt in whole or in part under any bankruptcy or insolvency law or otherwise,

(g) the failure of Agent or any Lender to make any presentment or demand for payment, to assert or perfect any claim, demand, Lien or interest, or to enforce any right or remedy, or any delay or neglect by Agent or any Lender in respect of the Debt or any part thereof or any security therefor,

(h) any failure to give Pledgor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Pledgor or any other Obligor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Obligor, or

(i) any defense that may now or hereafter be available to any Obligor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Debt or any part thereof or of any Other Document.

26. No Setoff; Rights Against Other Obligors. Pledgor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Pledgor under this Agreement against any claim or right of Pledgor against Agent or any Lender, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Debt shall have been paid in full, Pledgor will not assert against any other Obligor or any other Obligor's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

27. JURY TRIAL WAIVER. EACH PARTY TO THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, LENDERS AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF AGENT OR ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, AGENT AND LENDERS, OR ANY OF THEM.

MICO, INC.

By: 

Print Name: Brent P. McGrath

Title: CEO, President

PNC BANK, NATIONAL ASSOCIATION,  
as Agent and as a Lender

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page – IP Security Agreement – MICO]


**TRADEMARK**  
**REEL: 004696 FRAME: 0283**

27. JURY TRIAL WAIVER. EACH PARTY TO THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, LENDERS AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF AGENT OR ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, AGENT AND LENDERS, OR ANY OF THEM.

MICO, INC.

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

PNC BANK, NATIONAL ASSOCIATION,  
as Agent and as a Lender

By:  \_\_\_\_\_  
Print Name: STEDLY WINICK  
Title: VICE PRESIDENT

[Signature Page – IP Security Agreement – MICO]

SCHEDULE A

Patents

See attached.

PATENTS

Docket	Patent Number	Application Number	Application Date	Patent Date	Patent Status	Country Of Filing	Title	Status
23856.00055 (MG 854.54-EP-WO)		02801044.5	10/11/2002		Filed	European Patent Convention	AUTO-RELIEVING PRESSURE MODULATING VALVE	Renewal due 10/11/2013
23856.00056 (MG 854.54-CA-WO)		2463620			Filed	Canada	AUTO-RELIEVING PRESSURE MODULATING VALVE	Renewal due 10/11/2013
23856.00057 (MG 854.54-WO-01)		PCT/US02/32609	10/11/2002			Patent Cooperation Treaty	AUTO-RELIEVING PRESSURE MODULATING VALVE	
23856.00058 (854.54-US-D1)	6802330	10/647585	8/25/2003	10/12/2004	Granted	United States	AUTO-RELIEVING PRESSURE MODULATING VALVE (6,802,330)	7.5 year maintenance fee due 04/12/2012
23856.00059 (MG 854.54-US-01)	6609538	09/976383	10/11/2001	8/26/2003	Granted	United States	AUTO-RELIEVING PRESSURE MODULATING VALVE (6,609,538)	11.5 year maintenance fee due 02/26/2015
23856.00060 (MG 854.52-SE-EP)	1255934	1255934	2/9/2001	10/25/2006	Granted	European Patent Convention	COMBINED PARKING AND SERVICE BRAKE	Allow to expire per email from H. Len Walton dated 12/28/2010
23856.00061 (MG 854.52-IT-EP)	1255934	74436BE/2006	2/9/2001	10/25/2006	Granted	European Patent Convention	COMBINED PARKING AND SERVICE BRAKE	Allow to expire per email from H. Len Walton dated 12/28/2010
23856.00062 (MG 854.52-GB-EP)	1255934		2/9/2001	10/25/2006	Granted	European Patent Convention	COMBINED PARKING AND SERVICE BRAKE	Allow to expire per email from H. Len Walton dated 12/28/2010
23856.00063 (MG 854.52-FR-EP)	1255934		2/9/2001	10/25/2006	Granted	European Patent Convention	COMBINED PARKING AND SERVICE BRAKE	Allow to expire per email from H. Len Walton dated 12/28/2010
23856.00064 (MG 854.52-EP-EP)	1255934		2/9/2009	10/25/2006	Granted	European Patent Convention	COMBINED PARKING AND SERVICE BRAKE	Allow to expire per email from H. Len Walton dated 12/28/2010
23856.00065 (MG 854.52-EP-WO)	1255934	01909079.4	2/9/2001	10/25/2006	Granted	European Patent Convention	COMBINED PARKING AND SERVICE BRAKE	Allow to expire per email from H. Len Walton dated 12/28/2010

23856.00066 (MG 854.52-DE-EP)	1255934		2/9/2001	10/25/2006	Granted	European Patent Convention	COMBINED PARKING AND SERVICE BRAKE	Allow to expire per email from H. Len Walton dated 12/28/2010
23856.00067		PCT/US01/04318	2/9/2001			Patent Cooperation Treaty	COMBINED PARKING AND SERVICE BRAKE	
23856.00068 (MG 854.52-US-01)	6405837	09501689	2/10/2000	6/18/2002	Granted	United States	COMBINED PARKING AND SERVICE BRAKE	11.5 year maintenance fee due 12/18/2013
23856.00069 (MG 854.51-CA-WO)		2443924	4/3/2002		Filed	Canada	ELECTRONICALLY CONTROLLED FULL POWER BRAKE VALVE	Renewal due 04/03/2012
23856.00070 (MG 854.51-EP-WO)	1409318	02723766.8	4/3/2002	8/4/2010	Granted	European Patent Convention	ELECTRONICALLY CONTROLLED FULL POWER BRAKE VALVE	Renewal due 04/05/2012
23856.00071 (MG 854.51-WO-01)		PCT/US01/10618	4/3/2002		Filed	Patent Cooperation Treaty	ELECTRONICALLY CONTROLLED FULL POWER BRAKE VALVE	
23856.00072 (MG 854.51-US-01)	6866348	09/827335	4/5/2001	3/15/2005	Granted	United States	ELECTRONICALLY CONTROLLED FULL POWER BRAKE VALVE	7.5 year maintenance fee due 09/15/2012
23856.00073 (MG 854.50-CA-01)	2298753			7/31/2007	Granted	Canada	DUAL BRAKE VALVE FOR A STEERING ASSIST SYSTEM	Renewal due 02/11/2012
23856.00074 (MG 854.50-EP-01)		00102859.6	2/11/2000		Filed	European Patent Convention	DUAL BRAKE VALVE FOR A STEERING ASSIST SYSTEM	Renewal due 02/11/2012
23856.00075 (MG 854.50-US-01)	6217128	09/249129	2/12/1999	4/17/2001	Granted	United States	DUAL BRAKE VALVE FOR A STEERING ASSIST SYSTEM	11.5 year maintenance fee due 10/17/2012
23856.00076 (MG 854.23-US-02)	5630487	465365	6/5/1995	5/20/1997	Granted	United States	ELECTRIC MOTORIZED BRAKE-LOCK SYSTEM (5,630,487)	Expires 10/13/2014
23856.00077 (MG 854.23-US-01)	5505528	316822	10/3/1994	4/9/1996	Granted	United States	ELECTRIC MOTORIZED BRAKE-LOCK SYSTEM (5,505,528)	Expires 10/13/2014



SCHEDULE B

Trademarks

See attached.

TRADEMARKS

Trademark Country	Action Status	Mark	International Class Number	Registration Number	Application Serial Number	App File Date	Reg Date	Docket
Australia	Registered	MICO	9, 12	723868	723868	12/12/1996	9/26/1997	23856.00017
Australia	Pending	QUADRIGAGE	9		1461657	11/25/2011		23856.00092
Brazil	Pending	MICO	7		830482156	12/24/2009		23856.00083
Brazil	Pending	MICO	9		830482164	12/24/2009		23856.00084
Brazil	Pending	MICO	12		830482172	12/24/2009		23856.00085
Brazil	Pending	QUADRIGAGE	9		904305813	11/30/2011		23856.00093
Canada	Registered	MICO	6, 7, 9	TMA780789	1463825	12/22/2009	10/26/2010	23856.00079
Canada	Registered	<b>HY•TRAIL</b>	12	283574	473446	7/31/1981	9/23/1983	23856.00038
Chile	Pending	QUADRIGAGE	9		981.010	11/24/2011		23856.0009
China	Registered	MICO	9	1149252	960139471	12/18/1996	2/7/1998	23856.00018
European Community	Registered	MICO	7,9,12	603944	603944	7/24/1997	2/25/2003	23856.00020
European Community	Pending	QUADRIGAGE	9		10442366	11/24/2011		23856.00091
Great Britain	Registered	<b>MICO</b>	7	1369556	1369556	1/10/1989	10/1/1989	23856.00034
Great Britain	Registered	<b>MICO</b>	12	1369558	1369558	1/10/1989	10/1/1989	23856.00032
Indonesia	Registered	MICO		422650	422650	9/11/1997	2/2/1999	23856.00021
Japan	Registered	MICO	7, 12	4295628	H09-113920	5/6/1997	1/16/1999	23856.00023
Korea	Registered	<b>MICO</b>	12	107838	40-1984-0002670	2/23/1984	12/6/1984	23856.00035

Trademark Country	Action Status	Mark	International Class Number	Registration Number	Application Serial Number	App File Date	Reg Date	Docket
Mexico	Pending	MICO	7		1057713	1/7/2010		23856.00080
Mexico	Pending	MICO	9		1057714	1/7/2010		23856.00081
Mexico	Pending	MICO	12		1057715	1/7/2010		23856.00082
Mexico	Pending	QUADRIGAGE	9		1229928	11/23/2011		23856.00094
United States	Registered	MICO	7, 9, 12	3780405	77767408	6/24/2009	4/27/2010	23856.00044
United States	Registered	MICO	9, 12	2119665	75/202471	11/22/1996	12/9/1997	23856.00027
United States	Registered -- Not renewed, will be Cancelled	<b>MICO</b>	9, 12	1654216	74/041351	3/23/1990	8/20/1991	23856.00028
United States	Registered	<b>MICO</b>	9, 12	2117902	75/202472	11/22/1996	12/2/1997	23856.00029
United States	Pending	QUADRIGAGE	9		85/334905	6/1/2011		23856.00087
United States	Pending	MICO MOBEUS	9		85/436672	9/30/2011		23856.00088

SCHEDULE C

Licenses

None.

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF DECEMBER 21, 2011 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY MICO, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF MINNESOTA (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "PLEDGOR"), IN FAVOR OF PNC BANK, NATIONAL ASSOCIATION, AS AGENT FOR LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL ON BEHALF OF AND FOR THE BENEFIT OF LENDERS AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ASSIGNMENT

WHEREAS, MICO, INC., a corporation organized under the laws of the State of Minnesota (together with its successors and assigns, "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of PNC BANK, NATIONAL ASSOCIATION, as Agent for Lenders, as defined in the Agreement (together with its successors and assign in its capacity as agent, "Agent"), pursuant to which Pledgor has granted to Agent, for the benefit of Lenders, a security interest in the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over to Agent, its successors, transferees and assigns, all of its existing and future Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Agent has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on December \_\_\_\_, 2011.

MICO, INC.

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


Exhibit A - page 2

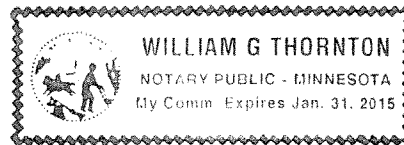
[Signature page – IP Assignment – MICO]

STATE OF MINNESOTA )  
 ) SS:  
COUNTY OF HENNEPIN )

BEFORE ME, the undersigned authority, on this day personally appeared Brent P. McGarvey, CEO, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said MICO, INC., a Minnesota corporation, and that he/she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20<sup>th</sup> day of December, 2011.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 1/31/15



[Notary Page to Intellectual Property Security Assignment]

**TRADEMARK**  
**REEL: 004696 FRAME: 0294**

*INTELLECTUAL PROPERTY SECURITY AGREEMENT – PNC BANK/MICO*