

## 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
Wayne Sweepers LLC		03/30/2012	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Associated Bank		
Street Address:	1200 Hansen Road		
City:	Green Bay		
State/Country:	WISCONSIN		
Postal Code:	54304		
Entity Type:	National Association: UNKNOWN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78243270	XTENDER	
Serial Number:	78223601	INTELLI-POWER	
Serial Number:	77915096	CENTURION	
Serial Number:	77307152	WAYNE SWEEPERS	
Serial Number:	76257804	CENTURION	
Serial Number:	76257802	STREET SMART	
CORRESPONDENCE DATA			
Fax Number:	4142235000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4149785562		
Email:	ptomailbox@whdlaw.com		
Correspondent Name:	Whyte Hirschboeck Dudek S.C.		
Address Line 1:	555 E Wells St, Ste 1900		
Address Line 2:	Attn: Suzanne Plagemann		

CH \$165.00 78243270

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:

ASSOC BNK - WAYNE SWEEP

NAME OF SUBMITTER:

Suzanne Plagemann

Signature:

/Suzanne Plagemann/

Date:

04/18/2012

**Total Attachments: 4**

source=WAYNE SWEEPERS Trademark Security Agreement#page1.tif

source=WAYNE SWEEPERS Trademark Security Agreement#page2.tif

source=WAYNE SWEEPERS Trademark Security Agreement#page3.tif

source=WAYNE SWEEPERS Trademark Security Agreement#page4.tif

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**MARCH 30, 2012**

**WHEREAS**, Wayne Sweepers LLC, a Nevada limited liability company (the "Grantor"), having its chief executive office at 701 Performance Drive, Cedar Falls, Iowa 50613, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

**WHEREAS**, Associated Bank, National Association, having its principal offices at 1200 Hansen Road, Green Bay, WI 54304 ("Associated Bank"), desires to acquire a security interest in the Grantor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

**WHEREAS**, the Grantor is willing to grant to Associated Bank a security interest in and lien upon the Grantor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Loan and Security Agreement dated December 21, 2011, among the Grantor, Wayne Industrial Holdings LLC and Associated Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), the Grantor hereby grants Associated Bank a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including without

limitation any Trademark, Trademark registration or Trademark license referred to in Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**THIS SECURITY INTEREST** (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Grantor to Associated Bank and its successors and assigns. Upon request of the Grantor when all obligations have been finally paid in full and all commitments of Associated Bank have been terminated, Associated Bank shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by Associated Bank to any such obligation is or must be rescinded or returned by Associated Bank for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Associated Bank, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by Associated Bank had not been made and such release had not been executed.

This security interest has been made in conjunction with the security interest granted to Associated Bank under the Loan and Security Agreement. The rights and remedies of Associated Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Loan and Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

*[Remainder of page intentionally left blank]*



**SCHEDULE A**

<b>SERIAL NUMBER</b>	<b>REG. NUMBER</b>	<b>WORD MARK</b>
78243270	2988902	XTENDER
78223601	2810688	INTELLI-POWER
77915096	3834903	CENTURION
77307152	3655406	WAYNE SWEEPERS
76257804	2664408	CENTURION
76257802	2654985	STREET SMART