

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
Pace Industries, Inc.		09/20/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Associated Bank, National Association		
Street Address:	1200 Hansen Road		
City:	Green Bay		
State/Country:	WISCONSIN		
Postal Code:	54304		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1705045	PACE	
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		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	ASSOCBNK-PACE17842-0063		
NAME OF SUBMITTER:	Suzanne Plagemann		
Signature:	/Suzanne Plagemann/		

CH \$40.00 1705045

Date:

09/20/2012

Total Attachments: 5

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

September 20, 2012

WHEREAS, Pace Industries, Inc., an Illinois corporation (the "Grantor"), having its chief executive office at 2545 West Polk Street, Chicago, Illinois 60612, 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 as of the date hereof, among the Grantor and Associated Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Loan 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 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 Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

PACE INDUSTRIES, INC., Grantor

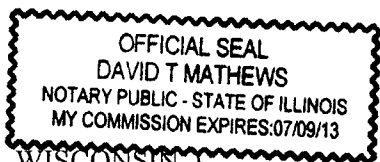
By: James J. Palka
James J. Palka, President

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: _____
Dale Grzenia, Authorized Agent

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 18th day of September, 2012, before me personally came James J. Palka who, being by me duly sworn, did state as follows: that he is President of Pace Industries, Inc., that he is authorized to execute the foregoing Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



[Signature]
Notary Public

STATE OF WISCONSIN)
) ss.:
COUNTY OF MILWAUKEE)

On this _____ day of September, 2012, before me personally came Dale Grzenia who, being by me duly sworn, did state as follows: that he is an Authorized Agent of Associated Bank, National Association, that he is authorized to execute the foregoing Security Interest on behalf of Associated Bank, National Association.

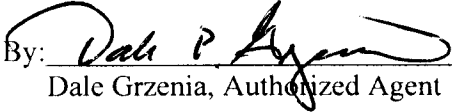
Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

PACE INDUSTRIES, INC., Grantor

By: _____
James J. Palka, President

ASSOCIATED BANK, NATIONAL ASSOCIATION

By:  _____
Dale Grzenia, Authorized Agent

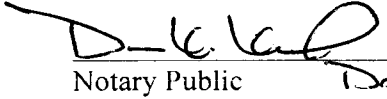
STATE OF)
) ss.:
COUNTY OF)

On this ____ day of September, 2012, before me personally came James J. Palka who, being by me duly sworn, did state as follows: that he is President of Pace Industries, Inc., that he is authorized to execute the foregoing Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Notary Public

STATE OF WISCONSIN)
) ss.:
COUNTY OF MILWAUKEE)

On this 17th day of September, 2012, before me personally came Dale Grzenia who, being by me duly sworn, did state as follows: that he is an Authorized Agent of Associated Bank, National Association, that he is authorized to execute the foregoing Security Interest on behalf of Associated Bank, National Association.

 _____
Notary Public Dan K. Kempel
Expires: 12/29/13

SCHEDULE A

SERIAL NUMBER	REG. NUMBER	WORD MARK
74800217	1705045	PACE