

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PHD, Inc.		09/28/2012	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	550 Summit Street
Internal Address:	23rd Floor
City:	Toledo
State/Country:	OHIO
Postal Code:	43604
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2599291	HUSHSTOP
Registration Number:	0673154	TOM THUMB
Registration Number:	1014333	PHD
Registration Number:	2470174	NUMBER CRUNCHER
Registration Number:	3237809	GUARDIAN GRIPPER
Registration Number:	3607787	CONSTANT LOCK
Registration Number:	3340050	DESIGNER'S RESOURCE
Registration Number:	3494945	UNIQUE SOLUTIONS
Registration Number:	3494947	UNLIMITED UNIQUE SOLUTIONS
Registration Number:	3494948	PHD UNLIMITED UNIQUE SOLUTIONS
Registration Number:	3494954	UNIQUE SOLUTIONS
Registration Number:	3494955	UNLIMITED UNIQUE SOLUTIONS
Registration Number:	3494956	PHD UNLIMITED UNIQUE SOLUTIONS

CH \$390.00 2599291

Registration Number:	4178171	PHD PLUS
Registration Number:	3072974	INSTANT CLAMP EXPERT

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: kturilli@slk-law.com, jhilbert@slk-law.com

Correspondent Name: John W. Hilbert, II - Shumaker, Loop & K

Address Line 1: 1000 Jackson Street

Address Line 4: Toledo, OHIO 43604-5573

ATTORNEY DOCKET NUMBER:	F72700-154061
NAME OF SUBMITTER:	John W. Hilbert
Signature:	/John W. Hilbert, II/
Date:	10/17/2012

Total Attachments: 13

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TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

THIS AGREEMENT is made as of the 28th day of September 2012, between **PHD, Inc.**, an Indiana corporation, having a mailing address at 9009 Clubridge Drive, Fort Wayne, Indiana 46809 ("Assignor") and Fifth Third Bank, an Ohio banking corporation, having a mailing address at 550 Summit Street, 23rd Floor, Toledo, Ohio 43604 ("Lender").

PRELIMINARY STATEMENT. Assignor has executed and delivered its certain promissory notes (collectively the "Note") to Lender in connection with an extension of credit by Lender in the aggregate principal amount of [REDACTED] pursuant to a certain Loan Agreement dated as of even date herewith, between, *inter cilia*, Assignor and Lender (as amended and modified from time to time, the "Loan Agreement"). In order to induce Lender to execute and deliver the Loan Agreement, Assignor has executed a Security Agreement of even date ("Security Agreement") and has agreed to grant a security interest in and collaterally assign to Lender certain trademark rights.

Pursuant to the Loan Agreement of the Security Agreement, Assignor has granted to Lender a lien on and security interest in, *inter cilia*, machinery, equipment formulations, manufacturing procedures, quality control procedures, product specifications, goodwill, customer lists and trade secrets (collectively, the "Other Assets") relating to products sold under the Trademarks (as defined below), whereby Lender shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of an Event of Default, as that term is defined in the Loan Agreement, in order that the owner of the Trademarks may continue the publication, marketing and distribution of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor. This Agreement is executed pursuant and subject to the terms of the Loan Agreement and the Security Agreement.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. Assignment of Trademarks. (a) To secure the complete and timely satisfaction of all Loans as that term is defined in the Loan Agreement and all Obligations, as that term is defined in the Security Agreement, of Assignor to Lender, Assignor hereby grants, assigns and conveys to Lender a continuing security interest in all of its right, title and interest in and to any and all now owned or existing or hereafter acquired, created or arising trade names, trademarks, service marks, designs, trademark, service mark and trade name registrations, and applications for registration (including registrations resulting therefrom), logos and other business identifiers, domestic and foreign, and all rights of whatever kind appurtenant thereto (whether pursuant to a license or otherwise), including without limitation all of those used by the Assignor in whole or in part in conducting its business and including without limitation the marks, names, applications and registrations which are listed in Schedule A attached hereto, together with all proceeds and rights to receive income therefrom (such as, without limitation, licenses, royalties and proceeds of

infringement suits) the right (but not the obligation) to register claims under any law and to apply for, renew and extend the same, the right to sue for past, present, and future infringements, the common law rights therein, goodwill of the businesses to which they relate and the rights to apply for registrations therefor throughout the world (collectively the "Trademarks"), and the good will of the business to which each of the Trademarks relates.

(b) In addition to the grant of a security interest provided in paragraph 1(a), Assignor hereby assigns and conveys to Lender all of its right, title and interest in and to the Trademarks, which assignment and conveyance shall be evidenced by an Assignment of Marks, Registrations and Applications to be executed contemporaneously herewith, as the same may be amended and modified from time to time pursuant to paragraph 4 hereof or otherwise (the "Assignment"), the form of which is attached hereto as Exhibit I ; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon notice to Assignor by Lender of the occurrence of an Event of Default, and Lender shall be authorized to record the Assignment with the Patent and Trademark Office only upon the furnishing of such notice. Unless and until Lender provides Assignor with notice of an Event of Default under the Loan Agreement, Assignor shall own the title to the Trademarks and shall have the exclusive, non-transferable right to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other.

2. Representations and Warranties. Assignor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, and are not subject to or a subject of any pending or, to the best of Assignor's knowledge, threatened litigation;

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, notice in connection with its use of the Trademarks;

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its publication, marketing and distribution of products sold under the Trademarks; and

(h) Schedule A attached hereto identifies all of the Trademarks that Assignor owns or of which Assignor is entitled to the benefit.

(i) Assignor agrees not to sell or assign its interest in, or grant any license under the Trademarks, without the prior written consent of Lender.

3. Lender's Right to Inspect. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plants and facilities which publish or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto upon reasonable notice to Assignor and at reasonable times during regular business hours. Assignor shall do any and all acts required in good faith by Lender to ensure Assignor's compliance with paragraph 2(g).

4. Rights to New Trademarks. If, before the Obligations shall have been satisfied in full and Assignor has no further right to obtain extensions of credit pursuant to the Loan Agreement, Assignor shall obtain rights to any new trade names, trademarks, service marks, designs, or trademark, service mark and trade name registrations or applications, the provisions of paragraph 1 shall automatically apply to such new Trademarks and Assignor shall give Lender prompt written notice thereof.

Assignor authorizes Lender to modify this Agreement, without the signature of Assignor, by amending Schedule A and the Assignment to include any new Trademarks covered by paragraphs 1 and 4 hereof.

5. Remedies upon Default. Upon Lender's provision of notice to Assignor of the occurrence of an Event of Default, as that term is defined in the Loan Agreement, Assignor's ownership and rights in the trademarks shall terminate forthwith, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Loan Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located.

6. Termination of Agreement. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

7. Fees and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement 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, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall

be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement or Note.

8. Duties of the Assignor. Assignor agrees that, until all of the Obligations shall have been satisfied in full and Assignor shall have no further right to obtain extensions of credit pursuant to the Loan Agreement, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may in good faith request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder.

Until the Obligations shall have been paid in full, and Assignor shall have no further right to obtain extensions of credit pursuant to the Loan Agreement, Assignor shall have the duty to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. After an Event of Default, the Assignor shall not abandon any Trademark without the consent of the Lender, which consent shall not be unreasonably withheld.

Assignor shall have the right, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorney's fees, incurred by Lender in the fulfillment of the provisions of this paragraph 8.

9. Appointment as Attorney-In-Fact. In the event of the occurrence of an Event of Default under the Loan Agreement. Assignor hereby irrevocably authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary to assign, pledge, convey or otherwise transfer or dispose of all of Assignor's right, title and interest in and to the Trademarks to Lender or any other party, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable for the life of this Agreement. The rights and powers conferred upon Lender under this Agreement are solely to protect its interest in the Trademarks and shall not impose any duty upon Lender to exercise any such rights or powers. Lender shall be accountable only for amount that Lender actually receives as a result of the exercise of such rights and powers and neither Lender nor any of its officers, directors, employees or agents shall

be responsible to Assignor for any act or failure to act, except for Lender's own gross negligence or willful misconduct.

10. Right to Enforce Trademarks. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

11. Cumulative Rights and Remedies: Waiver. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement 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.

12. Enforceability: Governing Law. 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. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Ohio.

13. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

14. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided, however, that the foregoing provisions shall not invalidate or otherwise modify the restriction imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademarks.

15. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF, Assignor and Lender have executed this instrument as of the 28th day of September 2012.

Signed and acknowledged
in the presence of:

Shelly Van Daele

Shelly Van Daele, Dir of
HEALTH INSURANCE

ASSIGNOR:

PHD, Inc.

By: Mark Searles
Mark Searles, Chief Financial Officer

LENDER:

Fifth Third Bank

By: Erich L. Weinlander
Erich L. Weinlander, Vice President



Shelly Van Daele, Notary Public
Allen County, State of Indiana
My Commission Expires May 19, 2015
Commission No. 564606



CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA
COUNTY OF ALLEN SS:

On this 28 day of September 2012, before me, a Notary Public in and for said County and State, personally appeared Mark Searles, known to me to be the person who as Chief Financial Officer of PHD, Inc., the corporation which executed the foregoing instrument, sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Shelly Van Daele
Notary Public



Shelly Van Daele, Notary Public
Allen County, State of Indiana
My Commission Expires May 19, 2015
Commission No. 564606

STATE OF OHIO
COUNTY OF LUCAS SS:

On this 28 day of September 2012, before me, a Notary Public in and for said County and State, personally appeared Erich L. Weinlander, known to me to be the person who as Fifth Third Bank, the Ohio banking corporation which executed the foregoing instrument, sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer, and by authority of the resolution of its Board of Directors and that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mary F. Mitchell
Notary Public

MARY F. MITCHELL
Notary Public, State of Ohio
My Commission Expires 08-26-2013

SCHEDULE A

U.S. Trademarks

<u>Mark</u>	<u>Application No. Application Date</u>	<u>Registration No. Registration Date</u>
HUSH STOP	76/228,436 03/21/2001	2,599,291 07/23/2002
TOM THUMB	43478 01/06/1958	673,154 01/27/1959
PHD	72/365,929 07/22/1970	1,014,333 06/24/1975
NUMBER CRUNCHER	75/608,424 12/21/1998	2,470,174 07/17/2001
GUARDIAN GRIPPER (Stylized)	76/626,503 12/30/2004	3,237,809 05/01/2007
CONSTANT LOCK	78/974,216 09/14/2006	3,607,787 04/14/2009
DESIGNER'S RESOURCE	78/973,490 09/13/2006	3,340,050 11/20/2007
UNIQUE SOLUTIONS	77/254,600 08/14/2007	3,494,945 09/02/2008
UNLIMITED UNIQUE SOLUTIONS	77/254,677 08/14/2007	3,494,947 09/02/2008
PHD UNLIMITED UNIQUE SOLUTIONS	77/254,797 08/14/2007	3,494,948 09/02/2008
UNIQUE SOLUTIONS (Stylized)	77/255,513 08/15/2007	3,494,954 09/02/2008
UNLIMITED UNIQUE SOLUTION (Stylized)	77/255,545 08/15/2007	3,494,955 09/02/2008
PHD UNLIMITED UNIQUE SOLUTIONS (Stylized)	77/255,608 08/15/2007	3,494,956 09/02/2008

SCHEDULE A

U.S. Trademarks

PHD PLUS & Design	85/385,959 08/01/2011	4,178,171 07/24/2012
INSTANT CLAMP EXPERT	78/492,389 09/30/2004	3,072,974 03/28/2006

Foreign Trademarks

<u>Mark</u>	<u>Country</u>	<u>Application No.</u> <u>Application Date</u>	<u>Registration No.</u> <u>Registration Date</u>
PHD UNLIMITED UNIQUE SOLUTIONS	European Community	6642011 02/05/2008	6642011 07/29/2009
PHD UNLIMITED UNIQUE SOLUTIONS (Stylized)	European Community	6643886 023/05/2008	6643886 08/19/2009
PHD	European Community	3330611 08/27/2003	3330611 06/01/2005

EXHIBIT 1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT OF MARKS, REGISTRATIONS AND APPLICATIONS

WHEREAS, PHD, Inc. ("Assignor") has adopted and is using the marks described in the attached Schedule A as owned by it ("the Marks"), some of which are registered under registration numbers shown in Schedule A ("Registrations"), and for some of which applications for registration have been made and such applications are identified by serial number in Schedule A ("Applications"); and

WHEREAS, Fifth Third Bank, an Ohio banking corporation with offices at 550 Summit Street, 23rd Floor, Toledo, Ohio 43604 ("Assignee"), is desirous of acquiring the Marks, Registrations and Applications;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks, Registrations and Applications, including all claims for damages for past infringement, together with the goodwill of the businesses symbolized by the marks.

PHD, Inc.

By: _____
Mark Searles, Chief Financial Officer

STATE OF INDIANA
COUNTY OF _____, SS:

On this __ day of September 2012, before me, a Notary Public in and for said County and State, personally appeared Mark Searles, known to me to be the person who as Chief Financial Officer of PHD, Inc., the corporation which executed the foregoing instrument, sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer, and by authority of the resolution of its Board of Directors; and that the same is he free act and deed as such officer, and the free and corporate act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

SCHEDULE A

U.S. Trademarks

<u>Mark</u>	<u>Application No. Application Date</u>	<u>Registration No. Registration Date</u>
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UNIQUE SOLUTIONS (Stylized)	77/255,513 08/15/2007	3,494,954 09/02/2008
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PHD UNLIMITED UNIQUE SOLUTIONS (Stylized)	European Community	6643886 023/05/2008	6643886 08/19/2009
PHD	European Community	3330611 08/27/2003	3330611 06/01/2005