

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
HY-KO PRODUCTS COMPANY		05/20/2011	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	74694598	JANDORF
Serial Number:	75870664	SHARPSALES.COM
Serial Number:	75870658	SHARPCAR.COM
Serial Number:	78159773	HY-KO
Serial Number:	78339840	KID
Serial Number:	78519153	JINGLES
Serial Number:	78978580	THE JINGLE KEY CENTER
Serial Number:	78451313	TRANSKEY
Serial Number:	78922597	KID+
Serial Number:	77114738	C3
Serial Number:	77114788	JINGLES
Serial Number:	77105383	V-TOOL
Serial Number:	77105370	V-KEY
Serial Number:	77105321	P-KEY

OP \$540.00 74694598

Serial Number:	77105372	P-TOOL
Serial Number:	77105380	I-TOOL
Serial Number:	77114749	C3 CERTIFIED CHIPKEY CENTER
Serial Number:	77689663	CHIPKEY
Serial Number:	77095359	TWIST-IT
Serial Number:	77672675	I-KEY
Serial Number:	77718743	JANDORF · HARDWARE · PLUMBING · ELECTRIC

**CORRESPONDENCE DATA**

Fax Number: 2165925009  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 216-592-5000  
Email: trademarks@tuckerellis.com  
Correspondent Name: Thomas W. Ostrowski  
Address Line 1: 950 Main Avenue  
Address Line 2: Suite 1100  
Address Line 4: Cleveland, OHIO 44113

ATTORNEY DOCKET NUMBER:	11277/00026
NAME OF SUBMITTER:	Thomas W. Ostrowski
Signature:	/THOMAS W. OSTROWSKI/
Date:	10/22/2013

**Total Attachments: 17**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

HY-KO PRODUCTS COMPANY, an Ohio corporation (together with its successors and assigns, "Pledgor"), is entering into the Credit Agreement, as hereinafter defined, with KEYBANK NATIONAL ASSOCIATION ("Bank"). Pledgor desires that Bank grant the financial accommodations to Pledgor as described in the Credit Agreement.

Pledgor deems it to be in its direct pecuniary and business interests that it obtain from Bank the Commitment, as defined in the Credit Agreement, and the Loans, as hereinafter defined, provided for in the Credit Agreement.

Pledgor understands that Bank is willing to enter into the Credit Agreement and to grant such financial accommodations to Borrowers only upon certain terms and conditions, one of which is that Pledgor grant to Bank, a security interest in and a contingent assignment of the Collateral, as hereinafter defined, and this Intellectual Property Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation, if any, granted to Pledgor by Bank and for other valuable considerations.

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.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) patents, patent applications, patent licenses, technology licenses, trademark registrations, trademark applications, trademark licenses, service mark registrations, service mark applications, service mark licenses, trade names, domain names, copyright registrations and copyright licenses, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified), (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and know-how; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) any other proceeds of any of the foregoing.

"Credit Agreement" shall mean the Credit and Security Agreement executed by and between Pledgor, MEADOW LANE BUILDING, LLC, an Ohio limited liability company ("Meadow Lane Building"), AURORA PROPERTIES HOLDING COMPANY, LLC an Ohio limited liability company ("Aurora Properties"), HY-KO REALTY, INC., an Ohio corporation ("Hy-Ko Realty"), JANDORF LLC, an Ohio limited liability company ("Jandorf"), BUDGET

WIRE & DISPLAY, LLC, an Ohio limited liability company ("Budget"), AURORA RETAIL GROUP OF NEW JERSEY, LLC, a Delaware limited liability company ("Aurora Retail-NJ"), MEADOW LANE LAND, LLC, an Ohio limited liability company ("Meadow Lane Land"), AURORA SERVICES DE MEXICO S DE R.L. DE C.V., organized under the laws of Mexico ("Aurora Mexico"), HY-KO PRODUCTS DE MEXICO S DE R.L. DE C.V., organized under the laws of Mexico ("Hy-Ko Mexico") and AURORA RETAIL GROUP, LLC, a Delaware limited liability company ("Aurora Retail", and collectively with Pledgor, Meadow Lane Building, Aurora Properties, Hy-Ko Realty, Jandorf, Budget, Aurora Retail-NJ, Meadow Lane Land, Aurora Mexico and Hy-Ko Mexico, the "Borrowers") and Bank and dated of even date herewith, as it may from time to time be amended, restated or otherwise modified.

"Debt" shall mean, collectively, (a) all Loans; (b) all other indebtedness now owing or hereafter incurred by Pledgor to Bank pursuant to the Credit Agreement and the Notes (as defined in the Credit Agreement) executed in connection therewith; (c) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (d) all interest from time to time accruing on any of the foregoing, and all commitment and other fees pursuant to the Credit Agreement; (e) all obligations and liabilities of Pledgor now existing or hereafter incurred to Bank under, arising out of, or in connection with any Hedge Agreement (as defined in the Credit Agreement); (f) all other amounts payable by Pledgor to Bank pursuant to the Credit Agreement or any Related Writing (as defined in the Credit Agreement); and (g) all Related Expenses (as defined in the Credit Agreement).

"Event of Default" shall mean an event or condition that constitutes an event of default pursuant to Section 6 hereof.

"Loan" shall mean any Loan, as defined in the Credit Agreement, granted pursuant to the Credit Agreement.

"Person" shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

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 Bank shall at all times have, and hereby grants to Bank, a security interest in all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Bank of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Bank that:

(a) Pledgor owns all of the Collateral (provided that in the case of any license included in the Collateral where Pledgor is a licensee, Pledgor enjoys all of the rights of a licensee thereunder) and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) to Pledgor's knowledge the Collateral is valid and enforceable;

(c) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person other than those listed in Schedule 2 or in the Schedules to the Credit Agreement;

(d) except for liens permitted pursuant to Section 5.9 of the Credit Agreement, 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, registered user agreements and covenants by Pledgor not to sue third Persons; provided that in the case of any license included in the Collateral where Pledgor is a licensee, Pledgor's rights as a licensee thereunder are unencumbered, and that, in the case of any license included in the Collateral where Pledgor is a licensor, Pledgor's ownership of the licensed intellectual property is subject to the rights granted to any licensee thereunder;

(e) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms; and

(f) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement other than sales, assignments, licenses or sublicenses in the ordinary course of Pledgor's business.

5. Standard Patent and Trademark Use. Pledgor shall not 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. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols @, <sup>TM</sup>, and <sup>SM</sup> where appropriate.

6. Event of Default.

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (i) if an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; or (ii) if Pledgor shall fail to perform any obligation of Pledgor to be performed under this Agreement and that failure shall not have been fully corrected within thirty (30) days after the giving of written notice thereof to Pledgor by Bank that the specified failure is to be remedied, or if such failure cannot reasonably be remedied within such thirty (30) day period, Pledgor has commenced to remedy such failure within such thirty (30) day period and continued to diligently pursue such remedy.

(b) Pledgor expressly acknowledges that Bank shall record this Agreement with the United States Patent and Trademark Office in Washington, D.C. After the occurrence of an Event of Default (unless such Event of Default has been cured or waived prior to Bank providing the notice provided for this paragraph), Pledgor will execute an Assignment in the

form attached as Exhibit A hereto and thereafter, upon written notice to Pledgor, Bank may, in its sole discretion, record the Assignment with the United States Patent and Trademark Office.

(c) If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Bank to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Bank may immediately 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 commercially reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Bank shall apply such proceeds against payment of the Debt. Any remainder of the proceeds, after payment in full of the Debt, shall be paid to Pledgor. At any such sale or other disposition, Bank 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.

7. Termination At such time as the Debt has been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Bank, this Agreement shall terminate and, upon request of Pledgor, Bank shall promptly, and in any event within ten (10) business days, execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Bank's security interest in and assignment of the Collateral and to preserve Pledgor's full title to the Collateral, subject to any disposition thereof that may have been made by Bank pursuant hereto.

8. Attorneys' Fees, Costs and Expenses. Any and all commercially reasonable out-of-pocket costs and expenses, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Bank 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, 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, as required by this agreement, within five (5) days of demand by Bank, and, until so paid, shall be added to the principal amount of the Debt.

9. Bank's Rights to Enforce. Pledgor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Bank shall have the right, but shall have no obligation, to join in any such action.

10. Power of Attorney. Pledgor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Bank to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the

Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

11. Bank's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Bank may, but is not obligated to, do so in Pledgor's name or in Bank's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Bank on demand in full for all commercially reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred by Bank in protecting, defending and maintaining the Collateral.

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

13. New Collateral. If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Bank prompt written notice thereof.

14. Modification for New Collateral. Pledgor hereby authorizes Bank to modify this Agreement by amending Schedule 1 to include any existing or future Collateral as contemplated by Sections 1 and 13 hereof and, at Bank's request, Pledgor shall execute any documents or instruments reasonably required by Bank in order to modify this Agreement as provided in this Section 14, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

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

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

17. 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.

18. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Bank, except that any modification to Schedule 1 hereto pursuant to Section 14 shall be effective without the signature of Pledgor. 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. In the event that any provision

herein is deemed to be inconsistent with any provision of the Credit Agreement, the provisions of the Credit Agreement shall control.

19. 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 Bank.

20. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, and, if to Bank, mailed or delivered to it, addressed to the address of Bank specified on the signature pages of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be overnight delivery or first-class mail with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received.

21. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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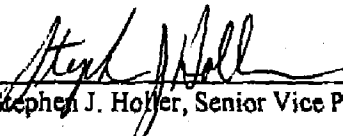
22. JURY TRIAL WAIVER. PLEDGOR AND BANK, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN BANK AND PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP 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. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF BANK TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN PLEDGOR AND BANK.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 20 day of May, 2011.

HY-KO PRODUCTS COMPANY

By:   
Michael Bass, President

KEYBANK NATIONAL ASSOCIATION

By:   
Stephen J. Hoffer, Senior Vice President

[Signature Page to IP Security Agreement]

ACKNOWLEDGMENTS

THE STATE OF Ohio )  
 )  
COUNTY OF Summit ) SS:

BEFORE ME, the undersigned authority, on this day personally appeared Michael Bass, 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 HY-KO PRODUCTS COMPANY, and that he 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 10 day of May, 2011.

Carol Thaxton  
NOTARY PUBLIC

CAROL THAXTON  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires 12/16/2012

THE STATE OF OHIO )  
 )  
COUNTY OF CUYAHOGA ) SS:

BEFORE ME, the undersigned authority, on this day personally appeared Stephen J. Holler, Senior Vice 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 the said KEYBANK NATIONAL ASSOCIATION, and that he executed the same as the act of KEYBANK NATIONAL ASSOCIATION, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of May, 2011.

Diane M. Schneider  
NOTARY PUBLIC

DIANE M. SCHNEIDER  
Notary Public, State of Ohio  
My Commission Expires Sept. 13, 2012

[Notary Page to IP Security Agreement]

CAROL THAXTON  
Resident Summit County  
North Platte, State of NE  
My Commission Expires 12/31/2012

SCHEDULE 1

See Attached

TRADEMARK

REEL: 005135 FRAME: 0632

Hy-Ko Products Intellectual Property

IP	Original File Date	Name	Family Tree	Country	Matter Number	Registration / Serial Number	Registration Number	Firm	Status	Mark
Patent	2008	Key Clamping Mechanism		USA	16223-00113	61/160,233		McDonald Hopkins	Filed Application	
Patent	09/10/04	RFID System for Keys		China		200580038023		Calfee Halter	Filed Application	
Patent	09/10/04	RFID System for Keys		USA				Calfee Halter	Filed Application	
Patent	01/23/07	KID #2 Key Duplication Machine		China	16223-00107	780009675		McDonald Hopkins	Filed Application	
Patent	01/23/07	KID #2 Key Duplication Machine		European Pat	16223-00108	77090499		McDonald Hopkins		
Patent	01/23/07	KID #2 Key Duplication Machine		USA	16223-00058	11856,925		McDonald Hopkins	Filed Application	
Patent	01/24/07	KID #2 Key Duplication Machine		Mexico	16223-00109	2008009440		McDonald Hopkins	Filed Application	
Patent	01/16/08	Retail Identification and Inventory System		USA	16223-00115	12321,234		McDonald Hopkins	Published	
Patent	08/27/09	Key Clamping Device		USA	16223-00125 / 00126	12583,858		McDonald Hopkins	Filed Utility Application	
Patent	09/01/09	Key Blank Identification System		USA	16223-00130	61275,648		McDonald Hopkins		
Patent	09/01/09	Key Blank Identification with Groove Scanning		USA	16223-00129	61275,654		McDonald Hopkins	Filed Provisional Patent Application	
Patent	07/16/10	Retail Identification and Inventory System		European Pat	16223-00155	US09/00295		McDonald Hopkins	Filed	
Patent	07/16/10	Retail Identification and Inventory System		Mexico	16223-00156	US09/00295		McDonald Hopkins	Pending	
Patent	07/28/10	2 Keyway adaptor						Calfee Halter	Filed Provisional Patent Application	
Patent		Jandorf Naked Display						Jones Day		
Patent		Key Cutting Machine - 2-in-1		China	16223-00112	780013737,5		McDonald Hopkins	Filed Application	
Patent		Key Cutting Machine - 2-in-1	Parent B	USA	16223-00056	11709,688		McDonald Hopkins	Issued	Pat. No. 7,387,476
Patent		Key Cutting Machine - Vacuum	Child A	USA	16223-00079	11728,174		McDonald Hopkins	Issued 5/5/09	Pat. No. 7,527,458
Patent		Key Cutting Machine - Modularity	Parent AX	Mexico	16223-00114	0801,2341		McDonald Hopkins	Issued 12/9/08	
Patent		Key Blank Identification with Groove Scanning		USA	16223-00122	61275,152		McDonald Hopkins	Filed Application	
Patent		Key Blank Identification with Groove Scanning		USA	16223-00128	61275,654		McDonald Hopkins		
Patent		Key Cutting Machine		European Pat	16223-00061	04796914,1		McDonald Hopkins	Published	
Patent		Key Cutting Machine	Child A2	USA	16223-00120	12383,825		McDonald Hopkins	Published	
Patent		Key Cutting Machine - 2-in-1		European Pat	16223-00110	7751431,3		McDonald Hopkins		
Patent		Key Cutting Machine - 2-in-1		Mexico	16223-00111	2008010689		McDonald Hopkins		
Patent		Key Cutting Machine - 2-in-1	Child B1	USA	16223-00106	12156,320		McDonald Hopkins	Filed Application	
Patent		Key Cutting Machine - Original	Parent A	USA	16223-00033	10970,844		McDonald Hopkins	Issued 5/8/07	Pat. No. 7,214,011
Patent		Key Cutting Machine - Vacuum	Child AX	Mexico	16223-00062	6004414		McDonald Hopkins	Issued 12/9/08	
Patent		Key Identification System (Biting Analysis)		USA	16223-00123	61275,122		McDonald Hopkins		
Patent		Key Identification System (Biting Analysis)			16223-00152	61275,122		McDonald Hopkins		
Patent		Kid #1 Object Identification System		European Pat	16223-00052	0378722,1		McDonald Hopkins	Published	
Patent		Kid #1 Object Identification System		Mexico	16223-00051	PA/05001361		McDonald Hopkins	Pending	
Patent		Kid #1 Object Identification System		Mexico				McDonald Hopkins	Unfiled	
Patent		Kid #1 Object Identification System		USA	16223-00037	10833,933		McDonald Hopkins	Published	
Patent		Retail Identification and Inventory System		World	16223-00115	US09/00294		McDonald Hopkins	Pending	
Patent		Sign and Method for Online Marketing of Goods and S		USA		09855,062		Pearne & Gordon	Issued 3/8/2005	
Trademark	2009	Jandorf logo		USA	16223-00121	77716,743		McDonald Hopkins	Published	TM
Trademark	2009	Jandorf logo		Mexico	16223-00138	77718,743	1179591	McDonald Hopkins	Registered 10/26/10	® / Marca Registrada / M.R.
Trademark	2009	JANDORF PROJECT CENTER		USA	16223-00124			McDonald Hopkins	Applied	TM
Trademark	2009	SHARPHOME.COM		USA				Thompson Hine	Applied	
Trademark	2009	SharpHome.com Design		USA				Thompson Hine	Applied	
Trademark	12/14/99	SHARPCAR.COM		USA	16223-00010	2650029		McDonald Hopkins	Registered 12/16/02	®
Trademark	12/14/99	SHARPSLES.COM		USA	16223-00014	2534721		McDonald Hopkins	Registered 12/29/02	®
Trademark	07/15/04	TRANSKEY		USA		78451,313	3,330,636	Calfee Halter	Registered	®
Trademark	11/18/04	THE JINGLE KEY CENTER		USA		78459,175	3,314,899	Calfee Halter	Registered	®
Trademark	11/18/04	JINGLES		USA		78459,153	3,276,401	Calfee Halter	Registered 8/07/07	®
Trademark	01/03/07	TWIST-IT		USA	16223-00066	777095,359	3,904,584	McDonald Hopkins	Registered	®
Trademark	02/12/07	IV-TOOL		USA	16223-00073	3458860		McDonald Hopkins	Registered 7/1/08	®
Trademark	02/12/07	IV-KEY		USA	16223-00076	3463272		McDonald Hopkins	Registered 7/16/08	®
Trademark	02/12/07	P-TOOL		USA	16223-00075	3513225		McDonald Hopkins	Registered 10/07/08	®
Trademark	02/12/07	P-KEY		USA	16223-00077	3502314		McDonald Hopkins	Registered 9/16/08	®
Trademark	02/12/07	H-TOOL		USA	16223-00074	3513226		McDonald Hopkins	Registered 10/07/08	®
Trademark	02/23/07	Jingles Logo		USA	16223-00069	3464741		McDonald Hopkins	Registered 06/24/08	®
Trademark	02/23/07	IC3		USA	16223-00072	3,454,740		McDonald Hopkins	Registered 06/24/08	®
Trademark	02/23/07	IC3 CERTIFIED CHIPKEY CENTER		USA	16223-00071	3565386		McDonald Hopkins	Registered 03/24/08	®

Hy-Ko Products Intellectual Property

IP	Original File Date	Name	Family Tree	Country	Walter Number	Registration / Serial Number	Registration Number	Firm	Status	Mark
Trademark	06/11/07	TWIST-IT		Canada	16223-00061		1,351,013	McDonald Hopkins	Published	MC
Trademark	07/24/07	TWIST-IT		Mexico	16223-00060		1,003,784	McDonald Hopkins	Registered 10/7/08	® / Marca Registrada / M.R.
Trademark	08/01/07	I-TOOL		Canada	16223-00067		1,358,207	McDonald Hopkins	Published	MC
Trademark	08/01/07	Jingles Logo		Canada	16223-00096		1,358,209	McDonald Hopkins	Published	MC
Trademark	08/01/07	P-KEY		Canada	16223-00091		1,358,206	McDonald Hopkins	Published	MC
Trademark	08/01/07	P-TOOL		Canada	16223-00089		1,358,203	McDonald Hopkins	Published	MC
Trademark	08/01/07	V-KEY		Canada	16223-00085		1,358,208	McDonald Hopkins	Published	MC
Trademark	08/01/07	V-TOOL		Canada	16223-00088		1,358,198	McDonald Hopkins	Published	MC
Trademark	08/01/07	C3 CERTIFIED CHIPKEY CENTER		Canada	16223-00098		1,358,205	McDonald Hopkins	Pending	MC
Trademark	08/01/07	C3		Canada	16223-00092		1,358,204	McDonald Hopkins	Pending	MC
Trademark	02/01/09	CHIPKEY		USA	16223-00119	777629,663	3,741,345	McDonald Hopkins	Registered 01/19/10	®
Trademark	02/18/09	I-KEY		USA	16223-00117	777622,878		McDonald Hopkins	Pending	TM
Trademark	08/18/09	I-KEY		Canada	16223-00127		1,448,607	McDonald Hopkins	Pending	MC
Trademark	08/18/09	I-KEY		Mexico	16223-00128		1,027,856	McDonald Hopkins	Pending	
Trademark	09/14/09	CHIPKEY		Canada	16223-00131		1,415,605	McDonald Hopkins	Filed	MC
Trademark	09/14/09	CHIPKEY		Mexico	16223-00132		1,033,930	McDonald Hopkins	Filed	® / Marca Registrada / M.R.
Trademark	09/14/09	CHIPKEY		Mexico	16223-00136		1,033,933	McDonald Hopkins	Filed	® / Marca Registrada / M.R.
Trademark	11/04/09	I-FOB		USA	16223-00143	777864,787		McDonald Hopkins	Applied	
Trademark	11/04/09	I-REMOTE		USA	16223-00141	777864,814		McDonald Hopkins	Applied	
Trademark	11/04/09	P-FOB		USA	16223-00142	777864,814		McDonald Hopkins	Applied	
Trademark	11/04/09	P-REMOTE		USA	16223-00140	777864,882		McDonald Hopkins	Applied	
Trademark	02/23/10	START YOUR ENGINE		USA	16223-00148	777942,521		McDonald Hopkins	Published	
Trademark	04/08/10	J Stylized		USA	16223-00149			McDonald Hopkins	Pending	TM
Trademark	08/09/10	I-FOB		Canada	16223-00158			McDonald Hopkins	Applied	
Trademark	08/09/10	I-REMOTE		Canada	16223-00162			McDonald Hopkins	Applied	
Trademark	08/09/10	P-FOB		Canada	16223-00160			McDonald Hopkins	Applied	
Trademark	08/09/10	P-REMOTE		Canada	16223-00164			McDonald Hopkins	Applied	
Trademark	08/09/10	START YOUR ENGINE		Canada	16223-00168			McDonald Hopkins	Applied	
Trademark	10/08/10	J Stylized		Canada	16223-00168			McDonald Hopkins	Pending	TM
Trademark	12/02/10	JANDORF		Mexico	16223-00173			McDonald Hopkins	Applied	TM/MC
Trademark		JINGLES		Canada			1,358,209	Calfee Halter	Pending	MC
Trademark		THE JINGLE KEY CENTER		Canada			1,258,046	Calfee Halter	Published	MC
Trademark		JINGLES		Mexico		760786, 718226	837420, 8326	Calfee Halter	Registered 2/28/08	® / Marca Registrada / M.R.
Trademark		THE JINGLE KEY CENTER		Mexico		760786, 718229	837421, 8919	Calfee Halter	Registered	®
Trademark		JINGLES		Mexico		780785	1017815	Calfee Halter	Registered 12/19/07	® / Marca Registrada / M.R.
Trademark		JINGLES		USA		777114788		Calfee Halter	Pending	TM
Trademark		THE JINGLE KEY CENTER		Mexico		760797		Calfee Halter	Pending	TM
Trademark		NAKED DISPLAY		USA				Jones Day		TM
Trademark		Jandorf logo		Canada	16223-00135		1,453,620	McDonald Hopkins	Pending	MC
Trademark		KID		USA	16223-00038		3076220	McDonald Hopkins	Registered 11/15/2005	®
Trademark		KID+		USA	16223-00063		3400040	McDonald Hopkins	Registered 3/18/08	®
Trademark		JANDORF		USA	16223-00083		2039919	McDonald Hopkins	Registered	®
Trademark		C3		Mexico	16223-00095		1,029,439	McDonald Hopkins	Registered 11/30/07	® / Marca Registrada / M.R.
Trademark		C3		Mexico	16223-00101		1,015,270	McDonald Hopkins	Registered 11/30/07	® / Marca Registrada / M.R.
Trademark		C3 CERTIFIED CHIPKEY CENTER		Mexico	16223-00100		1,015,964	McDonald Hopkins	Registered 11/30/07	® / Marca Registrada / M.R.
Trademark		C3 CERTIFIED CHIPKEY CENTER		Mexico	16223-00093		1,015,927	McDonald Hopkins	Registered 11/30/07	® / Marca Registrada / M.R.
Trademark		Jingles Logo		Mexico	16223-00097		1,017,815	McDonald Hopkins	Registered 11/30/07	® / Marca Registrada / M.R.
Trademark		Jingles Logo		Mexico	16223-00102		1,015,272	McDonald Hopkins	Registered 11/30/07	® / Marca Registrada / M.R.
Trademark		P-KEY		Mexico	16223-00080		1,012,846	McDonald Hopkins	Registered 8/10/07	® / Marca Registrada / M.R.
Trademark		P-TOOL		Mexico	16223-00088		1,015,268	McDonald Hopkins	Registered 11/30/07	® / Marca Registrada / M.R.
Trademark		V-KEY		Mexico	16223-00084		1,015,267	McDonald Hopkins	Registered 11/30/07	® / Marca Registrada / M.R.
Trademark		V-TOOL		Mexico	16223-00089		1,015,269	McDonald Hopkins	Registered 11/30/07	® / Marca Registrada / M.R.
Trademark		I-FOB		Mexico	16223-00157			1177142	McDonald Hopkins	Registered 10/30/10
Trademark		I-REMOTE		Mexico	16223-00161	777864,815		1177355	McDonald Hopkins	Registered 10/31/10
Trademark		I-TOOL		Mexico	16223-			McDonald Hopkins	Applied	

Hy-Ko Products Intellectual Property

IP	Original File Date	Name	Fansly Tree	Country	Matter Number	Registration / Serial Number	Registration Number	Firm	Status	Mark
Trademark		P-FCB		Mexico	16223-00159			McDonald Hopkins	Applied	
Trademark		P-REMOTE		Mexico	16223-00183	777864,823	1177356	McDonald Hopkins	Registered 10/31/10	
Trademark		START YOUR ENGINE		Mexico	16223-00185	777842,522		McDonald Hopkins	Applied	
Trademark		HY-KO		USA		778159,773 / 2,826,517		Peame & Gordon	Registered 3/23/2004	®
Trademark		J Stylized		Mexico						
Trademark		JANDORF		Canada						

Domain Name	Expiration Date	Account Holder
budwire.com	9/30/2013	HY-KO Products Company
chip-key.com	2/5/2015	HY-KO Products Company
chip-key.net	2/5/2015	HY-KO Products Company
chip-key.us	2/5/2015	HY-KO Products Company
chip-keys.net	2/5/2015	HY-KO Products Company
chip-keys.us	2/5/2015	HY-KO Products Company
chipkey.com	8/8/2016	HY-KO Products Company
chipkey.us	2/5/2015	HY-KO Products Company
chipkeys.us	2/5/2015	HY-KO Products Company
hy-ko.com	9/11/2030	HY-KO Products Company
hykokeys.com	6/30/2013	HY-KO Products Company
nykosigns.com	6/30/2013	HY-KO Products Company
jandorf.com	1/17/2014	HY-KO Products Company
jandorfspecialty.com	1/26/2015	HY-KO Products Company
jinglekey.com	6/1/2016	HY-KO Products Company
jingleskeys.com	6/13/2015	HY-KO Products Company
partysigns.com	1/19/2012	HY-KO Products Company
sharpad.com	6/1/2030	HY-KO Products Company
sharpboat.com	6/8/2020	HY-KO Products Company
sharpbuys.com	5/31/2030	HY-KO Products Company
sharpcar.com	5/31/2030	HY-KO Products Company
sharpcycle.com	8/11/2015	HY-KO Products Company
sharpgaragesale.com	7/14/2030	HY-KO Products Company
sharphome.com	5/31/2030	HY-KO Products Company
sharprent.com	5/20/2020	HY-KO Products Company
sharpsales.com	5/31/2030	HY-KO Products Company
sharpsign.com	1/9/2013	HY-KO Products Company
sign4u.com	9/11/2015	HY-KO Products Company



**Schedule 2**

Please see Schedule 7.4 to Credit Agreement (Litigation)

{2721671 }

EXHIBIT A

ASSIGNMENT

BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF BANK CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT BANK HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) 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

KEYBANK NATIONAL ASSOCIATION

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

ASSIGNMENT

WHEREAS, HY-KO PRODUCTS COMPANY, an Ohio corporation ("Pledgor") is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of May \_\_, 2011 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of KEYBANK NATIONAL ASSOCIATION ("Bank"), pursuant to which Pledgor has granted to Bank a security interest in and contingent assignment of the Collateral as security for the Debt, as defined in the Agreement,

WHEREAS, the Agreement provides that the security interest in 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 unto Bank, its successors, transferees and assigns, all of its existing and future (a) patents, patent applications, patent licenses, technology licenses, trademark registrations, trademark applications, trademark licenses, service mark registrations, service mark applications, service mark licenses, trade names, domain names, copyright registrations and copyright licenses, including, but not limited to, those listed on Schedule 1 hereto (as such

