

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
Des-Case Corporation		10/31/2013	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Associated Bank
Street Address:	200 North Adams Street
City:	Green Bay
State/Country:	WISCONSIN
Postal Code:	54301
Entity Type:	National Association: WISCONSIN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76713790	KEEPING CONTAMINATION UNDER CONTROL
Registration Number:	3352896	FLOWGUARD
Registration Number:	4133456	LUBRICATION TRANSFORMATION
Registration Number:	3801481	CC
Registration Number:	2922491	HYDROGUARD
Registration Number:	1294126	DES-CASE
Registration Number:	3188307	KEEPING CONTAMINATION UNDER CONTROL
Registration Number:	3026025	HELPING INDUSTRY BREATHE BETTER

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.

Phone: 414-298-1000
 Email: tadmin@reinhardtllaw.com
 Correspondent Name: Daniel E. Kattman

Address Line 1: 1000 N Water St.
Address Line 2: Suite 1900
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER: 013692-0001

NAME OF SUBMITTER: DANIEL E. KATTMAN

Signature: /dek/

Date: 11/05/2013

Total Attachments: 7

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

October 31, 2013

WHEREAS, Des-Case Corporation, a Tennessee corporation (the "Grantor"), having its chief executive office at 675 North Main Street, Goodlettsville, Tennessee 37072, 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 200 North Adams Street, Green Bay, Wisconsin 54301 ("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 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 "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.

Notwithstanding the foregoing, the foregoing grant of a security interest shall not be deemed to grant a security interest in any "intent-to-use" application for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, to the extent that, and solely during the period in which, the grant of security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law with respect thereto.

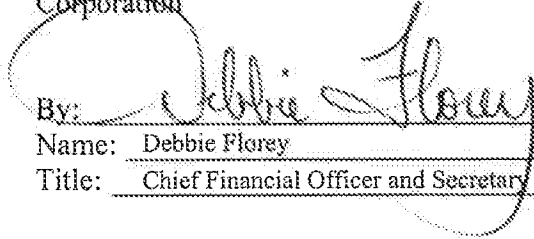
THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Grantor to Associated Bank and its successors and assigns pursuant to the Credit Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement") with Associated Bank and the other documents entered into in connection therewith. Upon request of the Grantor when all obligations have been finally paid in full (other than contingent indemnification obligations and outstanding Letters of Credit, if such Letters of Credit have been cash collateralized) 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 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 Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security 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.

DES-CASE CORPORATION, a Tennessee Corporation

By: 
Name: Debbie Florey
Title: Chief Financial Officer and Secretary

ASSOCIATED BANK, NATIONAL ASSOCIATION

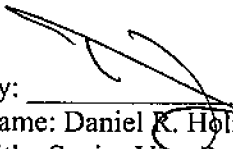
By: _____
Name: _____
Title: _____

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

DES-CASE CORPORATION, a Tennessee Corporation

By: _____
Name: _____
Title: _____

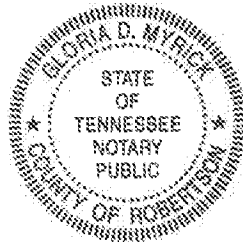
ASSOCIATED BANK, NATIONAL ASSOCIATION

By:  _____
Name: Daniel K. Holzhauser
Title: Senior Vice President

STATE OF *Tennessee*)
) ss.:
COUNTY OF *Robertson*)

On this 30 day of October 2013, before me personally came Debbie Florey who, being by me duly sworn, did state as follows: that she is Chief Financial Officer and Secretary of Des-Case Corporation, that she is authorized to execute the foregoing Security Interest on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.

Gloria D. Myrick
Notary Public

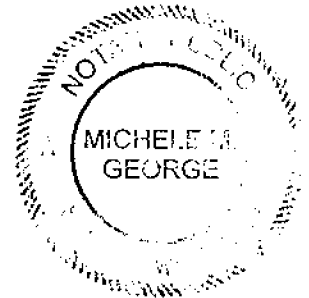


MY COMMISSION EXPIRES:
FEBRUARY 8, 2017

STATE OF)
) ss.:
COUNTY OF)

On this 29th day of October, 2013, before me personally came Daniel R. Holzauer who, being by me duly sworn, did state as follows: that he is a Senior Vice President of Associated Bank, National Association, 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.

Michele M. George
Notary Public Exp 10/27/2013



SCHEDULE A

<u>Trademark</u>	<u>Trademark Number/ Serial Number</u>	<u>Issue Date</u>
KEEPING CONTAMINATION UNDER CONTROL	76713790	N/A
FLOWGUARD	3,352,896	December 11, 2007
LUBRICATION TRANSFORMATION	4133456	May 1, 2012
DES-CASE LOGO ("CC")	3801481	June 15, 2010
HYDROGUARD	2922491	February 1, 2005
DES-CASE	1294126	September 11, 1984
KEEPING CONTAMINATION UNDER CONTROL	3188307	December 19, 2006
HELPING INDUSTRY BREATHE BETTER	3026025	December 13, 2005

Sch. A-1