

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
Velvac, Incorporated		12/13/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal
Street Address:	c/o BMO Harris Bank N.A.
Internal Address:	770 North Water Street
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	Canadian Chartered Bank: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1219045	EYEBALL
Registration Number:	1267825	K-10 HEMISPHERE
Registration Number:	1759605	VELVAC
Registration Number:	1762434	VELVAC
Registration Number:	2203827	DURABALL
Registration Number:	2508748	K-10
Registration Number:	2588103	K-10
Registration Number:	2815594	WALL-EYE

CORRESPONDENCE DATA

Fax Number: 4149788675
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 414 277 5675
 Email: marta.levine@quarles.com

CH \$215.00 1219045

Correspondent Name: Marta S. Levine
Address Line 1: Quarles & Brady LLP
Address Line 2: 411 East Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	630027.00408
NAME OF SUBMITTER:	Marta S. Levine
Signature:	/MartaLevine/
Date:	12/17/2013

Total Attachments: 5

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CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Assignment") is made effective as December 13, 2013, by and from VELVAC, INCORPORATED, also known as Velvac, Inc. (the "Assignor"), a Delaware corporation, whose principal address is 2405 South Calhoun Road, New Berlin, Wisconsin 53151-2709, to and in favor of BANK OF MONTREAL (the "Assignee"), a Canadian chartered bank acting through its Chicago branch, whose principal address is c/o BMO Harris Bank N.A., 770 North Water Street, Milwaukee, Wisconsin 53202.

WHEREAS, Assignor and Assignee have entered into an Amended and Restated Loan Agreement dated as of the date hereof (as amended from time to time, the "Loan Agreement") pursuant to which the Assignee has agreed to continue to provide financing to the Assignor under the terms and conditions set forth therein.

WHEREAS, the Loan Agreement is an amendment and restatement of that Loan Agreement between the Assignor and BMO Harris Bank N.A. (successor-by-merger to M&I Marshall & Ilsley Bank) ("BMO") dated as of August 31, 2005, as amended (the "Original Loan Agreement").

WHEREAS, in connection with the Original Loan Agreement, the Borrower and BMO entered into a Security Agreement dated as of August 31, 2005 (as amended from time to time, the "Security Agreement") pursuant to which Assignor granted BMO a security interest in all of Assignor's personal property and assets.

WHEREAS, pursuant to a Commitment Assignment and Assignment of Loan Documents, BMO has assigned its interest in the Original Loan Agreement and Security Agreement and other documents related thereto to the Assignee.

WHEREAS, in connection with the Loan Agreement, Assignor and Assignee have entered into an Omnibus Amendment dated as of the date hereof pursuant to which the Security Agreement is amended to recognize the assignment of BMO's rights under the Security Agreement to Assignee (the Security Agreement as amended by the Omnibus Amendment is referred to as the "Amended Security Agreement").

WHEREAS, pursuant to the Amended Security Agreement, Assignor has granted Assignee a security interest in all of Assignor's personal property and assets.

WHEREAS, Assignor has adopted, used and is using the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office.

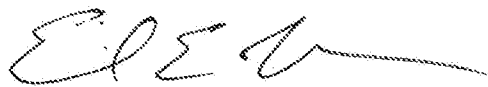
WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Amended Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Amended Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Amended Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Assignment.
 - (b) The Assignor hereby assigns and grants to Assignee a security interest in (1) all of Assignor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the businesses with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.
 - (c) The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Amended Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Amended Security Agreement, the provisions of the Amended Security Agreement shall govern.

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

VELVAC, INCORPORATED

By: 

Name: Erik E. Maurer

Title: Vice President and Secretary

Signature Page to Confirmatory Assignment of Security Interest
in United States Trademarks

TRADEMARK
REEL: 005175 FRAME: 0772

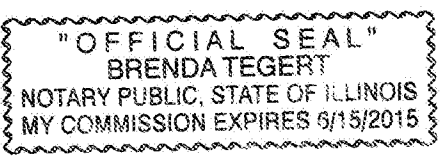
STATE OF ILLINOIS)
COOK COUNTY)

Erik E. Maurer, known to me to be the
Vice President and Secretary of VELVAC, INCORPORATED
personally came before me this 12th day of December, 2013, and executed or
acknowledged to me that he executed the foregoing Confirmatory Assignment of
Security Interest in United States Trademarks on behalf of VELVAC, INCORPORATED
and pursuant authority duly received.

Brenda Tegert

(SEAL)

Notary Public, State of Illinois
My Commission 6/15/2015



CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

U.S. TRADEMARKS

- | | | |
|----|---|---------------------|
| 1. | U.S. Trademark Registration No. 1,759,605 | "VELVAC Stylized" |
| 2. | U.S. Trademark Registration No. 1,762,434 | "VELVAC" |
| 3. | U.S. Trademark Registration No. 2,203,827 | "DURABALL" |
| 4. | U.S. Trademark Registration No. 1,219,045 | "K-10 EYEBALL" |
| 5. | U.S. Trademark Registration No. 1,267,825 | "K-10 HEMISPHERE" |
| 6. | U.S. Trademark Registration No. 2,508,748 | "K-10 MARK DRAWING" |
| 7. | U.S. Trademark Registration No. 2,588,103 | "K-10 AND DESIGN" |
| 8. | U.S. Trademark Registration No. 2,815,594 | "K-10 WALL-EYE" |