

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies)/Execution Date(s):

Dan-Loc, LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State

☒ Other: Limited Liability CompanyCitizenship (see guidelines) DelawareExecution Date(s) April 22, 2014Additional names of conveying parties attached? ☒ Yes ☐ No

## 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes☒ NoName: FCC, LLC d/b/a First CapitalInternal  
Address: \_\_\_\_\_Street Address: 3350 Riverwood Parkway, Suite 1750City: AtlantaState: GeorgiaCountry: USAZip: 30339☐ Association Citizenship \_\_\_\_\_☐ General Partnership Citizenship \_\_\_\_\_☐ Limited Partnership Citizenship \_\_\_\_\_☐ Corporation Citizenship \_\_\_\_\_☒ Other: limited liability company ☒ Citizenship FloridaIf assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

## 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A  
ANNEXED HERETOB. Trademark Registration No.(s) SEE SCHEDULE A  
ANNEXED HERETOAdditional sheet(s) attached? ☒ Yes ☐ NoC. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)  
SEE SCHEDULE A ANNEXED HERETO

## 5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road - Suite 101City: AlbanyState: New YorkZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-uds@albany@wolterkluwer.com

## 6. Total number of applications and registrations involved:

8

## 7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$215.00

☒ Authorized to be charged by credit card☐ Authorized to be charged to deposit account☐ Enclosed

## 8. Payment Information:

a. Credit Card

Last 4 Numbers 0974Expiration Date 03/17

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

## 9. Signature: \_\_\_\_\_

Signature

Michael G. Regina

Name of Person Signing

5/5/2014

Date

Total number of pages including cover sheet, attachments, and document. 16Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NAME OF CONVEYING PARTIES (continuation)


Dan-Loc Express, LLC	Delaware limited liability company
Dan-Loc Express Canada, LLC	Delaware limited liability company
Dan-Loc Bolt & Gasket Company	California corporation

SCHEDULE A

TO

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

**REGISTRATIONS - UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS**

Mark	Owner	Registration Number	Registration Date
"D"	Dan-Loc, LLC	1,756,432	March 9, 1993
Dan-Loc	Dan-Loc, LLC	2,026,929	December 31, 1996
Dan-Loc	Dan-Loc, LLC	2,015,702	November 12, 1996
Tuffcor	Dan-Loc, LLC	3,513,530	October 7, 2008
Dan-Loc Express	Dan-Loc, LLC	3,483,748	August 12, 2008
Purcor	Dan-Loc, LLC	4,347,959	June 4, 2013
	Dan-Loc, LLC	4,347,960	June 4, 2013

**PENDING APPLICATIONS - UNITED STATES TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS**

Mark	Owner	Application Number	Application Date
P & Design	Dan-Loc, LLC	85/620,956	May 9, 2012

## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of April 22, 2014, is made by and among DAN-LOC, LLC, a Delaware limited liability company ("Parent"), DAN-LOC EXPRESS, LLC, a Delaware limited liability company ("Express"), DAN-LOC EXPRESS CANADA, LLC, a Delaware limited liability company ("DL Canada") and DAN-LOC BOLT & GASKET COMPANY, a California corporation ("B&G"; and together with Parent, Express and DL Canada, each, individually, a "Borrower", and collectively, the "Borrowers") and FCC, LLC d/b/a First Capital, a Florida limited liability (the "Lender").

### Recitals

Borrowers and Lender are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrowers.

As a condition to extending credit to or for the account of Borrowers, Lender has required the execution and delivery of this Agreement by Borrowers.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement and other Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) which any Borrower may now or at any time hereafter owe to Lender, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Loan Agreement).

"Patents" means all of Borrowers' right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrowers' right, title and interest in and to:  
(i) trademarks, service marks, collective membership marks, registrations and

applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. **Security Interest.** Borrowers hereby irrevocably pledge and assign to, and grant Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in all of the personal property of Borrowers. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations, Warranties and Agreements.** Borrowers represent, warrant and agree as follows:

(a) **Patents.** **Exhibit A** accurately lists all Patents owned or controlled by the Borrowers as of the date hereof, or to which the Borrowers have a right as of the date hereof to have assigned to them, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, a Borrower owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then such Borrower shall within 30 days provide written notice to Lender with a replacement **Exhibit A**, which upon acceptance by Lender shall become part of this Agreement.

(b) **Trademarks.** **Exhibit B** accurately lists all Trademarks owned or controlled by the Borrowers as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Borrowers' or any Affiliate's business(es). If after the date hereof, a Borrower owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to the such Borrower's or any Affiliate's business(es)), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then such Borrower shall promptly provide written notice to Lender with a replacement **Exhibit B**, which upon acceptance by Lender shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate of any Borrower owns, controls, or has a right to have assigned to it any items that would, if such item were owned by any of the Borrowers, constitute Patents or Trademarks. If after the date hereof

any Affiliate of a Borrower owns, controls, or has a right to have assigned to it any such items, then such Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to such Borrower; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Borrower identified as the owner of each Patent and Trademark on Exhibits A and B has absolute title to each Patent and each Trademark listed thereon, free and clear of all Liens except Permitted Liens. Each such Borrower (i) will have, at the time such Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** No Borrower will assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent.

(g) **Defense.** Borrowers will, at their own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Borrowers will at their own expense maintain the Patents and the Trademarks to the extent reasonably advisable in their business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Borrowers covenant that they will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Lender's Right to Take Action.** If any Borrower fails to perform or observe any of the covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives such Borrower written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Borrowers notify Lender that they intend to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Borrowers (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other

actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrowers shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for in the Loan Agreement.

(k) **Power of Attorney.** To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 6, each Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of such Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Borrower under this Section 3, or, necessary for Lender, after a Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. **Borrowers' Use of the Patents and Trademarks.** Borrowers shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. **Defaults.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called a "Default"): (a) a Default, as defined in the Loan Agreement, shall occur; or (b) Borrowers shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** While a Default exists, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrowers shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrowers under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights the Borrowers may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrowers and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrowers and delivered to Lender, and each Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Borrowers shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**



IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

**BORROWERS:**

DAN-LOC, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DAN-LOC EXPRESS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DAN-LOC EXPRESS CANADA, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DAN-LOC BOLT & GASKET COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LENDER:**

FCC, LLC, d/b/a FIRST CAPITAL

By:  \_\_\_\_\_

Name: Ralph J. Infante

Title: Senior Vice President

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

**BORROWERS:**

DAN-LOC, LLC

By: Thomas C. Connolly  
Name: Thomas C. Connolly  
Title: President CEO + Chairman

DAN-LOC EXPRESS, LLC

By: Thomas C. Connolly  
Name: Thomas C. Connolly  
Title: President CEO + Chairman

DAN-LOC EXPRESS CANADA, LLC

By: Thomas C. Connolly  
Name: Thomas C. Connolly  
Title: President CEO + Chairman

DAN-LOC BOLT & GASKET COMPANY

By: Thomas C. Connolly  
Name: Thomas C. Connolly  
Title: President CEO + Chairman

**LENDER:**

FCC, LLC, d/b/a FIRST CAPITAL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Patent and Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005273 FRAME: 0453**

STATE OF Texas

COUNTY OF Harris

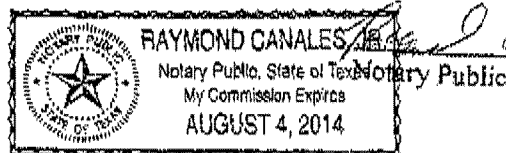
)  
) ss.:  
)

On the 11 day of April in the year 2014, before me, the undersigned, personally appeared Thomas C. Connolly, the President CEO & Chairman of DAN-LOC, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(S E A L)

My Commission Expires:

Aug 4, 2014



STATE OF Texas

COUNTY OF Harris

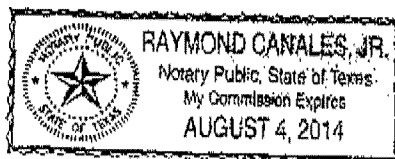
)  
) ss.:  
)

On the 11 day of April in the year 2014, before me, the undersigned, personally appeared Thomas C. Connolly, the President CEO & Chairman of DAN-LOC EXPRESS, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(S E A L)

My Commission Expires:

Aug 4, 2014



Raymond Canales, Jr.  
Notary Public

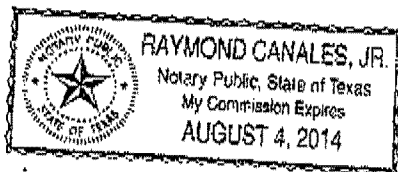
STATE OF Texas

COUNTY OF Harris

)  
) ss.:  
)

On the 11 day of April in the year 2014, before me, the undersigned, personally appeared Thomas C. Connolly, the President CEO + Chairman, of DAN-LOC EXPRESS CANADA, LLC, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(S E A L)



My Commission Expires:

Aug 4, 2014

Raymond Canales, Jr.  
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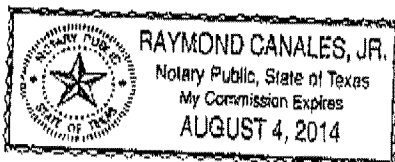
STATE OF Texas

COUNTY OF Harris

)  
) ss.:  
)

On the 11 day of April in the year 2014, before me, the undersigned, personally appeared Thomas C. Connolly, the President CEO + Chairman, of DAN-LOC BOLT & GASKET COMPANY, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(S E A L)



My Commission Expires:

Aug 4, 2014

Raymond Canales, Jr.  
Notary Public

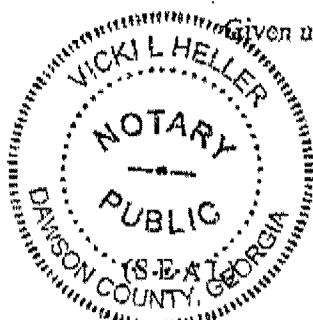
(Patent and Trademark Security Agreement)

TRADEMARK  
REEL: 005273 FRAME: 0455

STATE OF Georgia  
COUNTY OF Cobb

Before me, the undersigned authority, on this date personally appeared Ralph J. Infante, the Senior Vice President of FCC, LLC d/b/a First Capital, a Florida limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said limited liability company.

Given under my hand and seal this 11th day of April, 2014.



Vicki L. Heller  
Notary Public

My Commission Expires:

VICKI L. HELLER NOTARY PUBLIC Dawson County State of Georgia My Comm. Expires January 19, 2016
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EXHIBIT A


-PATENTS-

NONE.

EXHIBIT B

-UNITED STATES TRADEMARKS-

**REGISTRATIONS – UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS**

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**PENDING APPLICATIONS – UNITED STATES TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS**

<u>Mark</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>
P & Design	Dan-Loc, LLC	85/620,956	May 9, 2012

**UNREGISTERED MARKS – UNITED STATES TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS**

NONE

TRADEMARK

(Patent and Trademark Security Agreement)  
REEL: 005273 FRAME: 0458

-FOREIGN TRADEMARKS-

**REGISTRATIONS - FOREIGN TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS**

<u>Mark</u>	<u>Country</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Dan-Loc	Canada	Dan-Loc, LLC	TMA0471,464	February 21, 2027
Dan=Loc	Canada	Dan-Loc, LLC	TMA0623,787	October 28, 2019
Dan=Loc	Canada	Dan-Loc, LLC	TMA0623,528	October 26, 2019
Dan Loc	Canada	Dan-Loc, LLC	TMA0615,663	July 23, 2019
D & Design	Canada	Dan-Loc, LLC	TMA0634146	March 2, 2020
Dan Loc	United Kingdom	Dan-Loc, LLC	2331157	May 2, 2013
Dan-Loc	Mexico	Dan-Loc, LLC	800449	June 10, 2013
Dan-Loc	Mexico	Dan-Loc, LLC	800450	June 10, 2013
Dan=Loc	Mexico	Dan-Loc, LLC	821588	May 12, 2013
Dan-Loc	Venezuela	Dan-Loc, LLC	259555	April 15, 2015

**PENDING APPLICATIONS - FOREIGN TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS**

NONE

**UNREGISTERED MARKS - FOREIGN TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS**

NONE