

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GALCO INDUSTRIAL ELECTRONICS, INC.		05/30/2014	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as Administrative Agent		
Street Address:	30 S. Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4181990	GALCO INDUSTRIAL ELECTRONICS	
Registration Number:	4120954	GALCO INDUSTRIAL ELECTRONICS	
Registration Number:	4181991	GALCO	
Registration Number:	4453101	GTV	
Serial Number:	86106649	GALCO	
Registration Number:	4516324	DRIVE IN A BOX	
Serial Number:	86065733	DRIVE IN A BOX BOX	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.306		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$190.00 4181990

SIGNATURE:	/njb/
DATE SIGNED:	05/30/2014
Total Attachments: 5 source=Galco Trademark Security Agreement#page1.tif source=Galco Trademark Security Agreement#page2.tif source=Galco Trademark Security Agreement#page3.tif source=Galco Trademark Security Agreement#page4.tif source=Galco Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 30, 2014, is made by Galco Industrial Electronics, Inc. (the "Grantor"), in favor of Madison Capital Funding LLC ("Madison"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of May 30, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among GII Holding Corp III (the "Borrower"), GII Holding Corp II ("Holdings"), the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of May 30, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GALCO INDUSTRIAL ELECTRONICS, INC., as
Grantor

By: 

Name: Michael Conwell

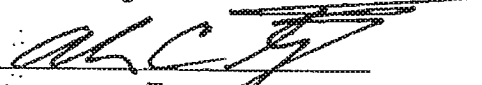
Title: Chief Executive Officer and President

[Trademark Security Agreement]

TRADEMARK
REEL: 005292 FRAME: 0074

ACCEPTED AND AGREED
as of the date first above written:

MADISON CAPITAL FUNDING LLC, as
Administrative Agent

By: 
Name: Drew Guyette
Title: Vice President

[Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Owner	Serial/Reg. #	Mark	Current Status
Galco Industrial Electronics, Inc.	85344785 / 4181990	GALCO INDUSTRIAL ELECTRONICS (Logo)	Registered 7/31/2012
Galco Industrial Electronics, Inc.	85344797 / 4120954	GALCO INDUSTRIAL ELECTRONICS	Registered 4/3/2012
Galco Industrial Electronics, Inc.	85344829 / 4181991	GALCO	Registered 7/31/2012
Galco Industrial Electronics, Inc.	85344859 / 4453101	GTV	Registered 12/24/13
Galco Industrial Electronics, Inc.	86106649	GALCO	Pending-Application filed 10/31/13
Galco Industrial Electronics, Inc.	85938576 / 4516324	DRIVE IN A BOX (word mark)	Registered 4/15/14
Galco Industrial Electronics, Inc.	86065733	DRIVE IN A BOX (logo)	Pending-Application filed 09/16/13

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