

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZSi, Inc.		05/22/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FirstMerit Bank, N.A.		
Street Address:	222 North LaSalle Street, CHI 902		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4391798	CUSH-A-BLOCK	
Registration Number:	1256092	CUSH-A-CLAMP	
Registration Number:	3811807	CUSH-A-CLAW	
Registration Number:	2254187	CUSH-A-CLIP	
Registration Number:	4516155	CUSH-A-NATOR	
Registration Number:	2532565	PORCE-A-CLAMP	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	312-460-5000		
Email:	cwilson@seyfarth.com		
Correspondent Name:	SEYFARTH SHAW LLP, Patrick T. Muffo		
Address Line 1:	131 S. Dearborn St.		
Address Line 2:	Suite 2400		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	72119-44		
NAME OF SUBMITTER:	Patrick T. Muffo		
SIGNATURE:	/Patrick T. Muffo/		
DATE SIGNED:	06/02/2014		

CH \$165.00 4391798

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 23, 2014, is entered into by ZSi, INC., a Delaware corporation ("Grantor"), in favor of FIRSTMERIT BANK, N.A. as administrative agent (the "Administrative Agent") for all Lenders party to the Credit Agreement (as defined herein).

RECITALS

A. The Grantor and/or its affiliates (collectively, the "Borrowers") have entered into that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") as well as that certain Guaranty and Collateral Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") each by and among the Borrowers, the financial institutions that are or may from time to time become parties hereto, including FirstMerit Bank, N.A. (together with their respective successors and assigns, the "Lenders") and Administrative Agent, dated as of the date hereof.

B. Pursuant to the terms of the Credit Agreement, Lenders have severally agreed to make loans to, and issue letters of credit for the account, the Borrowers.

C. Pursuant to the terms of the Guaranty and Collateral Agreement, Borrowers have granted to the Administrative Agent in favor of Lenders, a security interest in substantially all the assets of the Borrowers, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, trademarks, trademark applications, and all products and proceeds thereof, except in any case, to the extent constituting Excluded Collateral (as defined in the Guaranty and Collateral Agreement), to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and Guaranty and Collateral Agreement, the Grantor does hereby grant to the Administrative Agent for the benefit of Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto and any trademark issued pursuant to a trademark application referred to in Schedule 1 (items 1 through 2 being herein collectively referred to as the "Trademark Collateral");

- (3) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (4) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 (items 4 through 5 being herein collectively referred to as the "Patent Collateral").

Notwithstanding the foregoing, the Trademark Collateral and the Patent Collateral shall not include, and the Administrative Agent is not granted a security interest in, any Excluded Collateral (as defined in the Guaranty and Collateral Agreement).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent in favor of Lenders pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and Lenders with respect to the security interest in the Trademark Collateral and Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

The laws of the State of Illinois shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest). Any legal action or proceeding with respect to this Agreement and any Loan Document shall be brought exclusively in the courts of the State of Illinois located in Cook County, Illinois, or of the United States of America sitting in the Northern District of Illinois and, by execution and delivery of this Agreement, Grantor hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided that nothing in this Agreement shall limit the right of the Administrative Agent or a Lender to commence any proceeding in the federal or state courts of any other jurisdiction to the extent Administrative Agent or a Lender determines that such action is necessary or appropriate to exercise its rights or remedies under the Loan Documents. To the extent permitted by law, the parties hereto (and, to the extent set forth in any other Loan Document, each other party thereto) hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions. THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND ANY OTHER TRANSACTION CONTEMPLATED HEREBY AND THEREBY. THIS WAIVER

APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT,
CONTRACT OR OTHERWISE.

[signature page follows]

Each of the undersigned has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ZSI, INC.

By: *Kris Weger*
Name: Kris Weger
Title: President and Chief Executive Officer

Acknowledged:

FIRSTMERIT BANK, N.A.

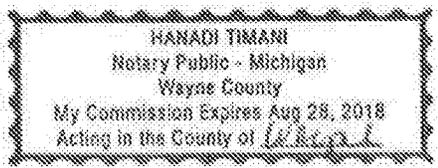
By: _____
Name: Jacqueline Hopkins
Title: Managing Director

STATE OF Michigan)
COUNTY OF Wayne) ss

Kris Weger President Ceo.

On this 22 day of May, 2014, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of ZSI, INC., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Hanadi Timani
Notary Public



SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

United States Trademarks and Trademark Applications

Mark / Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
CUSH-A-BLOCK	N/A	4,391,798	January 14, 2013	August 27, 2013
CUSH-A-CLAMP	N/A	1,256,092	February 19, 1980	November 1, 1983
CUSH-A-CLAW	N/A	3,811,807	March 19, 2009	June 29, 2010
CUSH-A-CLIP	N/A	2,254,187	April 30, 1997	June 15, 1999
CUSH-A-NATOR	N/A	4,516,155	March 22, 2013	April 15, 2014
PORCE-A-CLAMP	N/A	2,532,565	February 22, 1999	January 22, 2002

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

United States Patents and Patent Applications

Title	Patent No./ Appl. No.	Issue Date/ Filing Date
Cushion Insert For A Tubing Clamp	D702,113	April 8, 2014
Combined Clip Device And Support For Elongate Members	D424,922	May 16, 2000
Combined Clip Device And Support For Elongated Members	D631,739	February 1, 2011
Combined Clip Device And Support For Elongated Members	D679,177	April 2, 2013
Adjustable Pipe Clamp Assembly	7,179,010	February 20, 2007
Cushion Insert for a Tubing Clamp and Method of Replacement	13/832,855	March 13, 2013
Cushion Insert for a Tubing Clamp	29/482,502	February 19, 2014