

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Burgaflex North America, LLC		07/15/2014	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Mercantile Bank of Michigan		
Street Address:	310 Leonard Street NW		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49503		
Entity Type:	State Chartered Bank: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85970873	BURGAFLEX	
Serial Number:	85970829	BURGAFLEX	
Serial Number:	85970896	BURGACLIP	
CORRESPONDENCE DATA			
Fax Number:	2026591559		
<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:	248-701-3963		
Email:	trademark@dickinsonwright.com,msnider@dickinsonwright.com		
Correspondent Name:	Matthew J. Snider		
Address Line 1:	350 S. Main St.		
Address Line 2:	Ste 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Matthew J. Snider		
SIGNATURE:	/Matthew J. Snider/		
DATE SIGNED:	07/18/2014		
Total Attachments: 5			
source=ANNARBOR-#179827-v1-Executed_-_Trademark_Security_Agreement#page1.tif			
source=ANNARBOR-#179827-v1-Executed_-_Trademark_Security_Agreement#page2.tif			
source=ANNARBOR-#179827-v1-Executed_-_Trademark_Security_Agreement#page3.tif			

OP \$90.00 85970873

TRADEMARK

source=ANNARBOR-#179827-v1-Executed_-_Trademark_Security_Agreement#page4.tif

source=ANNARBOR-#179827-v1-Executed_-_Trademark_Security_Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of July 15, 2014 by Burgaflex North America, LLC, a Michigan limited liability company (the "Grantor"), in favor of Mercantile Bank of Michigan, a Michigan banking corporation (the "Lender").

Recitals

A. The Grantor, David & David Operations, LLC, a Michigan limited liability company ("D&D" and D&D and Grantor, collectively, the "Borrowers"), and the Lender entered into a Credit Agreement dated on or about the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender has made available to the Borrowers a revolving credit facility and term loan.

B. In connection with the Credit Agreement, the Grantor, certain affiliates of the Grantor, and Lender entered into a Security Agreement dated on or about the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Secured Obligations (as therein defined) from time to time owing to the Lender are secured.

C. Pursuant to the terms of the Security Agreement, the Grantor transferred, assigned and granted to the Lender a first-priority security interest (subject to Permitted Liens (as defined in the Security Agreement)) in substantially all of the assets of the Grantor, including all right, title and interest in, to and under all now owned or existing or hereafter acquired or arising Intellectual Property (as defined in the Security Agreement), including without limitation trademarks, trademark applications, trademark licenses and related assets, to secure the prompt and complete payment and performance of the Secured Obligations.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents, the Grantor hereby grants to the Lender, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith; and

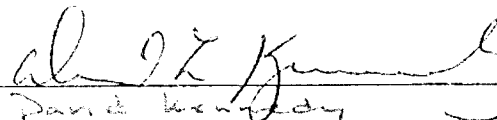
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”).

The security interest granted to the Lender herein is granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

BURGAFLEX NORTH AMERICA, LLC

By: 
Name: David Kennedy
Its: Manager

Accepted and Acknowledged:

MERCANTILE BANK OF MICHIGAN

By: _____
Name:
Title:

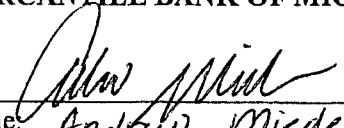
IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

BURGAFLEX NORTH AMERICA, LLC

By: _____
Name:
Its:

Accepted and Acknowledged:

MERCANTILE BANK OF MICHIGAN

By: 
Name: Andrew Miedema
Title: VP

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<u>Grantor</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
Burgaflex North America, LLC	BURGAFLEX	85/970,873	June 26, 2013
Burgaflex North America, LLC	Burgaflex Logo	85/970,829	June 26, 2013
Burgaflex North America, LLC	BURGACLIP	85/970,896	June 26, 2013