

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312348

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nudo Products, Inc.		07/29/2014	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	1264252	NU-ALUM
Registration Number:	1379836	WHITE-WOOD
Registration Number:	1503034	GROUND BREAKER
Registration Number:	1708210	FIBER-LITE
Registration Number:	2017144	NUDO
Registration Number:	2475699	NU-ICE
Registration Number:	2613602	ALUMACORR
Registration Number:	2651804	NU-EDGE
Registration Number:	2684932	STICKY BACK
Registration Number:	2717138	NU-BAY
Registration Number:	2798959	SKILLPAD
Registration Number:	2799956	NU-DEK
Registration Number:	2805655	DEKE
Registration Number:	2827514	POLY-SCRIBE
Registration Number:	2839834	NU-POLY
Registration Number:	2912540	BUDDY BOARD
Registration Number:	2941483	ARC-EDGE
Registration Number:	2972470	NU-GUARD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2977962	SECURE-SHIELD
Registration Number:	3052232	POLY - METAL
Registration Number:	3680126	NCP-ALLURE
Registration Number:	3728363	NCP-X
Registration Number:	3728364	NCP-X ACCESSORIES
Registration Number:	3728365	NCP FIBER-DECOR
Registration Number:	3737283	NCP
Registration Number:	3751645	NCP ELEMENTS
Registration Number:	3751649	NCP FIBER-LITE
Registration Number:	4079162	ENDUREX
Registration Number:	4079163	FIBERCORR
Registration Number:	4086442	ALLURE
Registration Number:	4086443	NUFIBER
Serial Number:	85974080	ENDUROBOND
Serial Number:	86169903	FIBERLITE
Registration Number:	4509705	UTILITE
Registration Number:	4306797	VALUMETAL
Serial Number:	86173325	YOUR VISION IS OUR MISSION

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-14033
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	07/30/2014

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 29th day of July, 2014 by **NUDO PRODUCTS, INC.**, an Illinois corporation ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("**PNC**"), in its capacity as agent for the Lenders ("Agent").

W I T N E S S E T H

WHEREAS, Grantor, NPI Holding Corp., a Delaware corporation ("Holdings", together with Grantor and any other Person joined thereto as a borrower from time to time, collectively, the "Borrowers"), and each Person joined thereto as a guarantor from time to time, have entered into that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof with PNC, as a Revolving Lender and as a Term Loan Lender, Steel City Capital Funding, A Division of PNC, as a Term Loan Lender, other financial institutions which are now or which hereafter become a party thereto (collectively, with PNC and SCCF, the "Lenders" and each individually a "Lender") and Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights and patents, together with the goodwill of the business symbolized by Grantor's trademarks, copyrights and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, copyright, copyright application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks", such copyrights and copyright applications, the "Copyrights" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Copyrights or Patents without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, copyrights, copyright applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic transmission (e.g. PDF) shall bind the parties hereto.


6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article 13 thereof.

[Signatures to appear on following page]

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

NUDO PRODUCTS, INC.

By: 
Name: Darryl Rosser
Title: President and CEO

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Thomas J. Lorenz
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK, COPYRIGHT AND PATENT SECURITY
AGREEMENT]


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

NUDO PRODUCTS, INC.

By: _____
Name: Edward Truslow
Title: Vice President and Secretary

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Thomas J. Lorenz
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK, COPYRIGHT AND PATENT SECURITY
AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Illinois* : SS
COUNTY OF *Sarpyan* :

On this 29 of July 2014, before me personally appeared Darryl Rosser, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Nudo Products, Inc., an Illinois corporation, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

Valerie Levkovich

Notary Public

My Commission Expires: *6/2/18*



SCHEDULE 1

Trademarks

LOAN PARTY	TRADEMARK	TRADEMARK NO. & REGISTRATION DATE
Nudo Products, Inc.	NU-ALUM	1264252 1/17/84
Nudo Products, Inc.	WHITE-WOOD	1379836 1/21/86
Nudo Products, Inc.	GROUND BREAKER	1503034 9/6/88
Nudo Products, Inc.	FIBER-LITE	1708210 8/18/92
Nudo Products, Inc.	NUDO	2017144 11/19/96
Nudo Products, Inc.	NU-ICE	2475699 8/7/01
Nudo Products, Inc.	ALUMACORR	2613602 9/3/02
Nudo Products, Inc.	NU-EDGE	2651804 11/19/02
Nudo Products, Inc.	STICKY BACK	2684932 2/4/03
Nudo Products, Inc.	NU-BAY	2717138 5/20/03
Nudo Products, Inc.	SKILLPAD	2798959 12/23/03
Nudo Products, Inc.	NU-DEK	2799956 12/30/03
Nudo Products, Inc.	DEKE	2805655 1/13/04
Nudo Products, Inc.	POLY-SCRIBE	2827514 3/30/04
Nudo Products, Inc.	NU-POLY	2839834 5/11/04
Nudo Products, Inc.	BUDDY BOARD	2912540 12/21/04
Nudo Products, Inc.	ARC-EDGE	2941483 4/19/05
Nudo Products, Inc.	NU-GUARD	2972470 7/19/05

LOAN PARTY	TRADEMARK	TRADEMARK NO. & REGISTRATION DATE
Nudo Products, Inc.	SECURE- SHIELD	2977962 7/26/05
Nudo Products, Inc.	POLY-METAL	3052232 1/31/06
Nudo Products, Inc.	NCP-ALLURE	3680126 9/8/09
Nudo Products, Inc.	NCP-X	3728363 12/22/09
Nudo Products, Inc.	NCP-X ACCESSORIES	3728364 12/22/09
Nudo Products, Inc.	NCP FIBER- DECOR	3728365 12/22/09
Nudo Products, Inc.	NCP	3737283 1/12/10
Nudo Products, Inc.	NCP ELEMENTS	3751645 2/23/10
Nudo Products, Inc.	NCP FIBER- LITE	3751649 2/23/10
Nudo Products, Inc.	ENDUREX	4079162 1/3/12
Nudo Products, Inc.	FIBERCORR	4079163 1/3/12
Nudo Products, Inc.	ALLURE	4086442 1/17/12
Nudo Products, Inc.	NUFIBER	4086443 1/17/12
Nudo Products, Inc.	ENDUROBON	85/974080 7/1/13 (Application)
Nudo Products, Inc.	FIBERLITE	86/169903 1/20/14 (Application)
Nudo Products, Inc.	UTILITE	4509705 4/8/14
Nudo Products, Inc.	VALUOMETAL	4306797 3/19/13
Nudo Products, Inc.	YOUR VISION IS OUR MISSION	86/173325 1/23/14 (Application)

SCHEDULE 1 CONT'D

Copyrights

LOAN PARTY	COPYRIGHT	COPYRIGHT NO. & REGISTRATION DATE
Nudo Products, Inc.	Ideal Paneling	TXu000175962 9/13/84
Nudo Products, Inc.	Super Silicone Sealant	TXu000182386 9/13/84
Nudo Products, Inc.	Nudo Products, Inc., Fiber-Lite, Nu-Alum, White- Wood: the ideal paneling	TXu000234563 2/14/86
Nudo Products, Inc.	White-wood	TXu000227563 2/14/86
Nudo Products, Inc.	Shieldall	TXu000227562 2/14/86

SCHEDULE 1 CONT'D

Patents

LOAN PARTY	PATENT	PATENT NO. & REGISTRATION DATE
Nudo Products, Inc.	Adjustable post- mounted campfire grille	4979490 12/25/90
Nudo Products, Inc.	Paint guide	5342447 8/30/94
Nudo Products, Inc.	Practice hockey board	6846252 1/25/05
Nudo Products, Inc.	Hockey puck with aerodynamic pins	6893367 5/17/05
Nudo Products, Inc.	Construction board	6932336 8/23/05
Nudo Products, Inc.	Sign post assembly	6997423 2/14/06
Nudo Products, Inc.	Honeycomb sign board	7150119 12/19/06
Nudo Products, Inc.	Edge protector for cargo	7311483 12/25/07
Nudo Products, Inc.	Practice hockey board with attachments	D492362 6/29/04
Nudo Products, Inc.	Hockey practice device	D495016 8/24/04
Nudo Products, Inc.	Practice hockey board	D496702 9/28/04
Nudo Products, Inc.	Sign post assembly	D500812 1/11/05
Nudo Products, Inc.	Hockey practice device	D513774 1/24/06
Nudo Products, Inc.	Honey comb sign board	D515629 2/21/06
Nudo Products, Inc.	Construction board	D519016 4/18/06
Nudo Products, Inc.	Edge protector for cargo	D574122 7/29/08

POWER OF ATTORNEY

Dated: July 29, 2014

NUDO PRODUCTS, INC., an Illinois corporation (the "Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders (as defined below) under that certain Revolving Credit, Term Loan and Security Agreement among Grantor, NPI Holding Corp., a Delaware corporation ("Holdings", together with Grantor and any other Person joined thereto as a borrower from time to time, collectively, the "Borrowers"), each Person joined thereto as a guarantor from time to time, PNC, as a Revolving Lender and as a Term Loan Lender, Steel City Capital Funding, A Division of PNC Bank, National Association, as a Term Loan Lender, other financial institutions which are now or which hereafter become a party thereto (collectively, with PNC and SCCF, the "Lenders" and each individually a "Lender") and PNC, as agent for Lenders (PNC, in such capacity, the "Agent"), dated as of the date hereof (as the same has been and may hereafter be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended, replaced, or otherwise modified from time to time, the "Intellectual Property Security Agreement"), including, without limitation, to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks, Copyrights and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks, Copyrights or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Copyrights or Patents to anyone else, in each case subject to the terms of the Intellectual Property Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

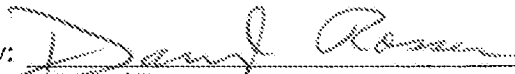
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

NUDO PRODUCTS, INC.

By: 
Name: Darryl Rosser
Title: President and CEO

[SIGNATURE PAGE TO POWER OF ATTORNEY]

TRADEMARK
REEL: 005332 FRAME: 0810

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Illinois* : SS
COUNTY OF *Sarpyan* :

On this 29 of July, 2014, before me personally appeared Darryl Rosser, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Nudo Products, Inc., an Illinois corporation, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

Valerie Levkovitch

Notary Public

My Commission Expires: *6/2/18*

