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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM316712

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AC BUSINESS MEDIA INC.		08/11/2014	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Associated Bank, National Association
Street Address:	330 East Kilbourn Avenue
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	National Association: UNITED STATES

### **PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3257346	CONCRETE CONTRACTOR
Registration Number:	2282281	CONSTRUCTION DISTRIBUTION
Registration Number:	4149639	EQUIPMENT TODAY
Registration Number:	3003478	FOOD LOGISTICS
Registration Number:	4156066	FORCONSTRUCTIONPROS.COM
Registration Number:	4074213	OEM OFF-HIGHWAY
Registration Number:	3605584	PAVEMENT MAINTENANCE & RECONSTRUCTION
Registration Number:	4239523	POLISHING CONTRACTOR
Registration Number:	1843947	RENTAL PRODUCT NEWS
Serial Number:	86329553	RENTAL PRODUCT NEWS INSIDE
Registration Number:	2915355	SUPPLY & DEMAND CHAIN EXECUTIVE
Registration Number:	3748214	SUSTAINABILITY CONCEPTS
Registration Number:	4239544	SUSTAINABLE CONSTRUCTION
Registration Number:	2198325	THE ASPHALT CONTRACTOR

### **CORRESPONDENCE DATA**

Fax Number:

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:** 414-298-1000

**Email:** tmadmin@reinhartlaw.com

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**Correspondent Name:** Daniel E. Kattman Address Line 1: 1000 N Water St.

Address Line 2: Suite 1900

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER: 13583-0007

NAME OF SUBMITTER: DANIEL E. KATTMAN

SIGNATURE: /dek/

DATE SIGNED: 09/11/2014

**Total Attachments: 5** 

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> TRADEMARK REEL: 005361 FRAME: 0045

# GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

August 11, 2014

WHEREAS, AC BUSINESS MEDIA INC., a Delaware corporation (the "Grantor"), having its chief executive office at 1233 Janesville Avenue, Fort Atkinson, WI 53538, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

WHEREAS, Associated Bank, National Association, having offices at 330 East Kilbourn Avenue, Milwaukee, WI 54202 (the "Bank") desires to acquire a security interest in the Grantor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

WHEREAS, the Grantor is willing to grant to the Bank a security interest in and lien upon the Grantor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement dated as of the date hereof, by and between the Grantor and the Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor hereby grants to the Bank a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A (provided that no security interest shall be granted in U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law);
  - (b) all Trademark licenses;
  - (c) all reissues, extensions or renewals of any item described in clause (a) or (b);
- (d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement

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or dilution of any Trademark, Trademark registration or Trademark license, including without limitation any Trademark, Trademark registration or Trademark license referred to in <u>Schedule A</u>, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Grantor to the Bank and its successors and assigns. Upon request of the Grantor when all obligations have been finally paid in full and all commitments of the Bank have been terminated, the Bank shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by the Bank to any such obligation is or must be rescinded or returned by the Bank for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Bank, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by the Bank had not been made and such release had not been executed.

This security interest has been made in conjunction with the security interest granted to the Bank under the Security Agreement, the terms and provisions of which are incorporated herein by reference. The rights and remedies of the Bank with respect to the security interest granted herein are expressly subject to the terms and conditions of the Security Agreement and do not create any additional rights or obligations for any party. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above. **GRANTOR:** AC BUSINESS MIXITAIN Name: Title: BANK: ASSOCIATED BANK, NATIONAL ASSOCIATION Name: Viktor R. Gottlieb Title: Vice President STATE OF Convection)

COUNTY OF FAIRfield)

SS.: Westpert On this lath day of August, 2014 before me personally came CAR Wistreich who, being by me duly sworn, did state as follows: that he is CEO is authorized to execute the foregoing Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said company. STATE OF WISCONSIN COUNTY OF MILWAUKEE



On this \_\_\_\_\_ day of August, 2014 before me personally came Viktor R. Gottlieb who, being by me duly sworn, did state as follows: that he is a Vice President of Associated Bank, National Association, that he is authorized to execute the foregoing Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Notary Public

Signature Page to Grant of Security Interest in United States Trademarks

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

		GRANTOR:
		AC BUSINESS MEDIA INC.
		By; Name: Title:
		BANK:
		ASSOCIATED BANK, NATIONAL ASSOCIATION
		By: Name: Viktor P. Gottlieb Title: Vice President
STATE OF	)	
COUNTY OF	) ss.: )	
being by me duly swon	n, did state as follows:	that he is of the Grantor, that he is of the Grantor, that he is of the Grantor.
being by me duly swon	n, did state as follows:  the foregoing Securit  Board of Directors o	that he is of the Grantor, that ly Interest on behalf of said corporation and that ly f said company.
being by me duly swon is authorized to execute did so by authority of the	n, did state as follows:  the foregoing Securit  ne Board of Directors o	that he is of the Grantor, that I y Interest on behalf of said corporation and that I
being by me duly swon is authorized to execute	n, did state as follows:  the foregoing Securit  ne Board of Directors o  N  IN ) ss.:	that he is of the Grantor, that ly Interest on behalf of said corporation and that ly f said company.
being by me duly swon is authorized to execute did so by authority of the STATE OF WISCONS COUNTY OF MILWA  On this 1744 of being by me duly swor National Association, the	n, did state as follows: the foregoing Security the Board of Directors of  IN ) ss.: UKEE  lay of August, 2014 be the did state as follows that he is authorized to cat he did so by authority	that he is of the Grantor, that ly Interest on behalf of said corporation and that ly f said company.

**TRADEMARK** REEL: 005361 FRAME: 0049

Client/ Matter No.:   Country	Country		Owner	Application No.	: Filling date   F	Application No.: Filling date RegNumber RegDate	(Class	Frademark Status	og Renewal Date
322379-0352870 US	SO	CONCRETE CONTRACTOR	CYGNUS BUSINESS MEDIA, INC.	78/896069	30-May-06	3257346 25-Jun-07	16	Registered	26-Jun-17
522379-0326661	S	CONSTRUCTION DISTRIBUTION	CYGNUS BUSINESS MEDIA, INC.	75/477593	01-May-96	2282281 28-Sep-99	(C)	Registered	28-849-19
522379-0399516	93	HOCEPARIN' JODAY	CYGNUS BUSINESS MEDIA. INC.	85/434501	28-Sep-11	4149539 29-May-12	Ĉ	<b>Ragistered</b>	28-Way-18
522379-0328632	Sn	FOOD LOGISTICS	CYGNUS BUSINESS MEDIA, INC.	76/508543	25-Aug-04	3003478 04-Oct-05	18	ನಿಜ್ಞಯೆತ್ತುಕಣವಿದ	24.0ct-15
522379-0402679 US	జ్ఞ	FORCONSTRUCTIONPROS.COM	CYGNUS BUSINESS MEDIA, INC.	85/509251	95-jan-12	4156066 05-Jun-12	37	Registered	(15-4un-18
522379-0395656	SO	OEM OFF-HIGHWAY		85/324169	18-May-11	4074213 20-Dec-11	ŝ	Pagistered	20-Dec-17
522379-0373470	S	PAVEMENT MAINTENANCE & RECONSTRUCTION	CYGNUS BUSINESS MEDIA. INC.	77/558319	28-Aug-08	3505584 14-Apr-09	£	P@gistered	14-487-10
522379-0408144 US	S	POLISHING CONTRACTOR	CYGNUS BUSINESS MEDIA, INC.	85/632825	23-May-12	4239523 08-Nov-12	 6	Registered	35-Nov-18
522379-0328675	જ્ઞ	RENTAL PRODUCT NEWS	CYGNUS BUSINESS MEDIA, INC.	74/319887	02-Oct-92	1843947 05-Jul-94	30	Registered	05-441-54
522379-0433137 US	33	RENTAL PRODUCT NEWS INSIGHT	CYGNUS BUSINESS MEDIA, INC.	86/329553	07-341-14		ķe.	Pending	
522379-0328581	ങ	SUPPLY & DEMAND CHAIN EXECUTIVE	CYGNUS BUSINESS MEDIA, INC.	76/541833	25-Aug-03	2915355 28-Dec-04	9 N::	Registered	25-Dec-14
522379-0372106	ജ	SUSTAINABILITY CONCEPTS	CYGNUS BUSINESS MEDIA, INC.	777515473	07-Jul-08	3748214 15-Feb-10	3	Registered	16-Feb-16
522379-0412535 US	జ	SUSTAINABLE CONSTRUCTION	CYGNUS BUSINESS MEDIA, INC.	65/633672	27-Jul-12	4239544:06-Nov-12	చ	Registered	106-Nov-18
522379-0328586 US	1.15	THE ASPHALT CONTRACTOR	CYCNUS BUSINESS MEDIA. INC.	75/363947	26-Sep-97	2158325 20-001-98	80	Registered	20-001-18

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