

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM326736

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Semplex Corporation		12/18/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Bank & Trust		
<b>Street Address:</b>	820 Church Street		
<b>City:</b>	Evanston		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60201		
<b>Entity Type:</b>	Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2460161	CAPTIFORM	
Registration Number:	1047997	PLASTILOK	
Registration Number:	1166118	PLASTO-DRIV	
Registration Number:	2624720	POLYFAST	
Registration Number:	3511009	PROVIDING FASTENING SOLUTIONS	
Registration Number:	0965368	ROLOK	
Registration Number:	2230455	SEMBLEX SQUARE DOME	
Registration Number:	0934339	SEMBLEX	
Registration Number:	2457964	TRIFORM	
Registration Number:	4589839	VALUE THROUGH SOLUTIONS	
Registration Number:	1819680		
Registration Number:	2881163		
Registration Number:	2965729		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8473301231		
<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>			
<b>Phone:</b>	847-330-6052		
<b>Email:</b>	lpieper@mpslaw.com		
<b>Correspondent Name:</b>	Michael Wolfe		
<b>TRADEMARK</b>			

OP \$340.00 2460161

<b>Address Line 1:</b>	1515 East Woodfield Rd. Ste 250
<b>Address Line 2:</b>	c/o Meltzer, Purtill & Stelle LLC
<b>Address Line 4:</b>	Schaumburg, ILLINOIS 60173

<b>ATTORNEY DOCKET NUMBER:</b>	33252-026
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<b>NAME OF SUBMITTER:</b>	Michael Wolfe
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<b>SIGNATURE:</b>	/Michael Wolfe/
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<b>DATE SIGNED:</b>	12/19/2014
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**Total Attachments: 8**

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## COLLATERAL ASSIGNMENT OF TRADEMARKS

WHEREAS, SEMBLEX CORPORATION, a Delaware corporation ("Grantor"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, set forth on Schedule A attached hereto; and

WHEREAS, FIRST BANK & TRUST, 820 Church Street, Evanston, Illinois 60201, as Lender, Administrative Agent and Collateral Agent (collectively, "Lender") under the Credit Agreement (hereafter defined), Lender has acquired a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the that certain Amended and Restated Loan and Security Agreement by and among Borrower, the Lenders party thereto, and First Bank & Trust, as Administrative Agent and Collateral Agent, dated as of December 18, 2014 (the "Security Agreement"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to all general intangibles, including (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Loan Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Loans and Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of December 18, 2014.

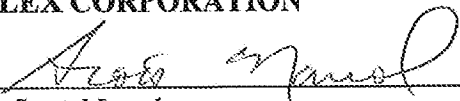
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the December 18, 2014.

**GRANTOR:**

**SEMBLEX CORPORATION**

By:   
Name: Scott Narrol  
Title: Chief Financial Officer

**GRANTEE:**

**FIRST BANK & TRUST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

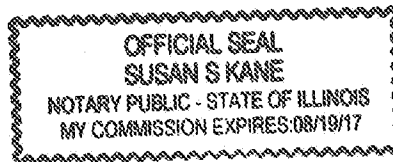
STATE OF ILLINOIS     )  
                                      )  
COUNTY OF COOK     )

On this 17<sup>th</sup> day of December, 2014, before me personally came Scott Narrol, to me known, who, being by me duly sworn did depose and say that he is the Chief Financial Officer of Semblex Corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Susan S Kane  
Notary Public

My Commission Expires: 8/19/17



IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the December 18, 2014.

**GRANTOR:**

**SEMBLEX CORPORATION**

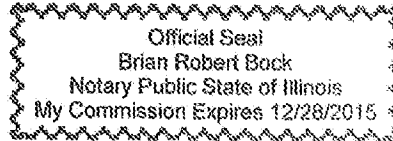
By: \_\_\_\_\_  
Name: Scott Narrol  
Title: Chief Financial Officer

**GRANTEE:**

**FIRST BANK & TRUST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )



On this 17<sup>th</sup> day of December, 2014, before me personally came Sam P. Mahan, to me known, who, being by me duly sworn did depose and say that ~~she~~ is a Managing Director of the First Bank & Trust, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

B. Robert Bock  
Notary Public

My Commission Expires: 12/28/15

Schedule A - Trademarks



## SEMBLEX - Trademarks

December 2014



Mark	Country	Class - Goods	Reg. No.	Reg. Date	Status	Action	Due Date	GBC No.
CAPTIFORM	US	Class 6 - Threaded Metal Fasteners	2,460,161	6/12/2001	Registered	Renewal Due	6/12/2021	110036
PLASTILOK	US	Class 6 - Thread rolling screws	1,047,997	9/14/1976	Registered	Renewal Due	9/14/2016	110038
PLASTO-DRIV	US	Class 6 - Metal Fasteners-Namely, Screws	1,166,118	8/25/1981	Registered	Renewal Due	8/25/2021	110039
POLYFAST	US	Class 6 - Metal screws and fasteners, namely, threaded fasteners for use with plastic, metal and wood products	2,624,720	9/24/2002	Registered	Renewal Due	9/24/2022	109702
PROVIDING FASTENING SOLUTIONS	US	Class 40 - Custom manufacture of cold formed parts						
		Class 42 - Custom design of cold formed fasteners based upon performance and dimensional specifications provided by the customer	3,511,009	10/1/2008	Registered	Renewal Due	10/9/2018	110045
ROLOK	US	Class 6 - Twist fasteners-namely, screws and bolts	965,368	8/7/1973	Registered	Renewal Due	8/7/2023	110040
SEMBLEX SQUARE DOME	US	Class 6 - Metal fasteners, namely, washers, preassembled washers and screws	2,230,455	3/9/1999	Registered	Renewal Due	3/9/2019	110043
SEMBLEX	US	Class 6 - Cold-formed and warm-formed metal parts-namely, threaded and unthreaded, standard and non-standard bolts and screws	934,339	5/23/1972	Registered	Renewal Due	5/23/2022	109701
TRIFORM	US	Class 6 - Metal threaded fasteners	2,457,964	6/5/2001	Registered	Renewal Due	6/5/2021	110044
VALUE THROUGH SOLUTIONS	US	Class 40 - Custom manufacture of cold formed parts						
		Class 42 - Custom design of cold formed fasteners based upon performance and dimensional specifications provided by the customer	4,589,839	8/19/2014	Registered	8&15 Due	8/19/2020	114768
~	US	Class 6 - Metal threaded fasteners, namely, screws	1,819,680	2/6/1994	Registered	Renewal Due	2/8/2024	110041
~ (Trademark Insignia)	US	Class 6 - Metal threaded fasteners, namely, screws	1,819,680	2/8/1994	Registered	Renewal Due	4/18/2019	110041

TRADEMARK

REEL: 005422 FRAME: 0827

## SEMBLEX - Trademarks

December 2014

Mark	Country	Class - Goods	Reg. No.	Reg. Date	Status	Action	Due Date	GBC No.
	US	Class 6 - Cold- and warm-formed metal parts--namely, threaded and unthreaded, and standard and non-standard bolts and screws	2,881,163	9/7/2004	Registered	Renewal Due	9/7/2024	110042
	US	Class 6 - Metal threaded fasteners, namely screws and bolts	2,965,729	7/12/2005	Registered	Renewal Due	7/12/2015	110037
ROLOK	Taiwan	Class 6 - Twist fasteners-namely, screws and bolts	969766	11/16/2001	Registered	Renewal Due	11/15/2021	109445TW
TRIFORM	Taiwan	Class 6 - Metal threaded fasteners	954334	8/16/2001	Registered	Renewal Due	8/15/2021	109488TW