

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMD WEK NORTH LLC		12/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FIDUS INVESTMENT CORPORATION		
Street Address:	1603 Orrington Avenue		
Internal Address:	Suite 1005		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1441994	ROLL-A-WASTE	
Registration Number:	2067074	ROLL-A-WASTE	
CORRESPONDENCE DATA			
Fax Number:	7043393470		
<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>			
Email:	ecampbell@rbh.com		
Correspondent Name:	Elizabeth Campbell		
Address Line 1:	101 N. Tryon Street		
Address Line 2:	Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
ATTORNEY DOCKET NUMBER:	18865.00091		
NAME OF SUBMITTER:	Elizabeth Campbell		
SIGNATURE:	/Elizabeth Campbell/		
DATE SIGNED:	12/19/2014		
Total Attachments: 9			
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This agreement, the payment of all sums owed hereunder or secured hereby, and the Liens securing such sums, are subordinate and are subject to the terms and provisions of the Amended and Restated Senior Subordination Agreement dated as of December 18th, 2014 by and among PNC Bank, National Association, as Senior Agent, Fidus Investment Corporation, as Subordinate Agent, the Subordinate Lenders party thereto, Toledo Molding & Die, Inc. and certain of its affiliates as borrowers. Copies of such agreement are available for inspection at the offices of the Subordinate Lenders.

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 18th day of December, 2014 by **TMD WEK NORTH LLC**, a Delaware limited liability company ("Grantor"), in favor of **FIDUS INVESTMENT CORPORATION**, a Maryland corporation ("Fidus"), in its capacity as collateral agent for the benefit of the Lenders ("Agent").

WITNESSETH

WHEREAS, Grantor, Cockpit Assemblies LLC, an Ohio limited liability company ("Cockpit"), TMD Holdings, LLC, a Delaware limited liability company ("Holdings"), TMD Sequencing LLC, a Michigan limited liability company ("TMD Sequencing"), TMD WEK LLC, a Delaware limited liability company ("WEK Parent"), TMD WEK South LLC, a Delaware limited liability company ("WEK South"), and Toledo Molding and Die, Inc., a Delaware corporation ("TMD"), together with Grantor, Cockpit, Holdings, TMD Sequencing, WEK Parent, WEK South and each Person joined as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower") have entered into that certain Amended and Restated Senior Subordinated Loan and Security Agreement (as amended, restated or modified from time to time, the "Loan Agreement") dated as of the date hereof with the financial institutions party thereto from time to time as lenders (the "Lenders") and Agent, providing for certain financial accommodations 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 and patents, together with the goodwill of the business symbolized by Grantor's trademarks 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 its benefit and the benefit of 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, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the “Trademarks” 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 forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark 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 or Patents without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark 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 part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. This Agreement constitutes supplemental terms to the rights and obligations under the Loan Agreement. In the event of any conflict between this Agreement (or any portion thereof) and the Loan Agreement, the terms of the Loan Agreement shall prevail.

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 XIII thereof.

8. Prior Agreements. This Agreement shall, in all terms and respects, supersede that certain Trademark and Patent Security Agreement dated as June 20, 2014 between Grantor and Yukon Capital Partners, L.P.

[Signatures to appear on following page]

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

TMD WEK NORTH LLC

By: 
Name: William Hylan
Title: Chief Financial Officer

Accepted and Agreed to:

FIDUS INVESTMENT CORPORATION

By: Shelby Sherard
Name: Shelby Sherard
Title: CFO

SCHEDULE 1

Trademarks

<u>Application or Trademark No.</u>	<u>Country</u>	<u>Registration or Filing Date</u>	<u>Expiration Date</u>	<u>Trademark</u>	<u>Owner</u>
1,441,994	USA	6/9/1987	6/9/2017	Roll-A-Waste	WEK North (listed in trademark database as WEK Industries, Inc.)
2,067,074	USA	6/3/1997	6/3/2017	Roll-A-Waste	WEK North (listed in trademark database as WEK Industries, Inc.)

SCHEDULE 1 CONT'D

Patents

<u>Application or Patent No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Expiration Date</u>	<u>Title</u>	<u>Owner</u>
61/946,641	<u>USA</u>	2/28/2014	<u>20 years (plus any PTA adjustment) from filing date of utility application</u>	<u>Blow-molded waste cart with handle</u>	<u>WEK North (listed in patent database as WEK Industries, Inc.)</u>
61/946,634	<u>USA</u>	2/28/2014	<u>20 years (plus any PTA adjustment) from filing date of utility application</u>	<u>Blow-molded waste cart with molded latch bar pocket</u>	<u>WEK North (listed in patent database as WEK Industries, Inc.)</u>
61/946,637	<u>USA</u>	2/28/2014	<u>20 years (plus any PTA adjustment) from filing date of utility application</u>	<u>Blow-molded waste cart with insert molded lift pocket reinforcement</u>	<u>WEK North (listed in patent database as WEK Industries, Inc.)</u>
61/946,644	<u>USA</u>	2/28/2014	<u>20 years (plus any PTA adjustment) from filing date of utility application</u>	<u>Blow-molded waste cart with molded axle retaining straps</u>	<u>WEK North (listed in patent database as WEK Industries, Inc.)</u>
61/946,645	<u>USA</u>	2/28/2014	<u>20 years (plus any PTA adjustment) from filing date of utility application</u>	<u>Blow-molded waste cart with molded circumferential compression flange</u>	<u>WEK North (listed in patent database as WEK Industries, Inc.)</u>
61/946,645	<u>USA</u>	2/28/2014	<u>20 years (plus any PTA adjustment) from filing</u>	<u>Blow-molded waste cart with molded circumferential</u>	<u>WEK North (listed in patent database as</u>

			<u>date of utility application</u>	<u>compression flange</u>	<u>WEK Industries, Inc.)</u>
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POWER OF ATTORNEY

Dated: December 18, 2014

TMD WEK NORTH LLC, a Delaware corporation (the "Grantor"), hereby authorizes **FIDUS INVESTMENT CORPORATION**, a Maryland corporation, its successors and assigns, and any officer or agent thereof (collectively, Agent"), as collateral agent for the Lenders (as defined below) under that certain Amended and Restated Senior Subordinated Loan and Security Agreement among Agent, certain financial institutions party thereto as lenders (the "Lenders"), Grantor, certain affiliates of Grantor (collectively with Grantor, the "Borrowers" and each a "Borrower") dated as of the date hereof (as the same has been and may hereafter be amended, modified, restated or replaced 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 Trademark and Patent Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

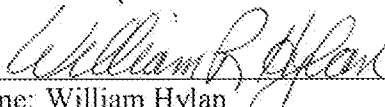
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

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 Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

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

TMD WEK NORTH LLC

By: 
Name: William Hylan
Title: Chief Financial Officer

[Signature Page to Subordinated IP Security Agreement Power of Attorney - WEK North]