

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335442

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brite-Line Technologies, LLC		03/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Peninsula Fund V Limited Partnership		
<b>Street Address:</b>	500 Woodward Avenue, Suite 2800		
<b>Internal Address:</b>	c/o Peninsula Capital Partners L.L.C.		
<b>City:</b>	Detroit		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48226		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3939458	BRITE-LINE	
<b>Registration Number:</b>	1377747	BRITE-LINE	
<b>Registration Number:</b>	3585387	DELTALINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142974900		
<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>	(414) 271-2400		
<b>Email:</b>	ipdocketing@foley.com		
<b>Correspondent Name:</b>	Christopher M. King		
<b>Address Line 1:</b>	Foley & Lardner LLP		
<b>Address Line 2:</b>	777 E. Wisconsin Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202-5306		
<b>ATTORNEY DOCKET NUMBER:</b>	N/A		
<b>NAME OF SUBMITTER:</b>	Jill M. Schenk		
<b>SIGNATURE:</b>	/Jill M. Schenk/		
<b>DATE SIGNED:</b>	03/18/2015		
<b>Total Attachments: 9</b>			

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This Instrument is subordinated to the prior payment and satisfaction in cash of all Senior Debt, as defined in the Senior Subordination Agreement dated as of March 13, 2015, by and among First National Bank of Santa Fe d/b/a First National Bank of Denver, The Peninsula Fund V Limited Partnership, Brite-Line Technologies, LLC, and Brite-Line Holdco, Inc. as the same may be amended, modified, supplemented or restated from time to time (the "Subordination Agreement"), to the extent, and in the manner provided in the Subordination Agreement, and each holder of or party to this Instrument, by its acceptance hereof, shall be bound by the provisions of such Subordination Agreement.

## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of March 13, 2015, is made by and between **Brite-Line Technologies, LLC**, a Delaware limited liability company having a business location at the address set forth below next to its signature ("Debtor"), and **The Peninsula Fund V Limited Partnership**, a Delaware limited partnership (together with its participants, successors and assigns, "Purchaser"), having a business location at the address set forth below next to its signature.

### RECITALS

Debtor and Purchaser are parties to a Note Purchase Agreement (as amended, modified, supplemented or restated from time to time, the "Note Agreement") of even date herewith, setting forth the terms on which Purchaser will purchase the Senior Subordinated Note (as defined in the Note Agreement) from Debtor.

As a condition to purchasing the Senior Subordinated Note from Debtor, Purchaser has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Note Agreement that are not otherwise defined herein shall have the meanings given to them in the Note Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all

as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Debtor hereby irrevocably pledges and assigns to, and grants Purchaser a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement between Debtor and Purchaser of even date herewith (the "Security Agreement"), Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:

(a) Existence; Authority. Debtor is a duly organized limited liability company, validly existing under the laws of its state of organization, and this Agreement has been duly authorized by all necessary action on the part of Debtor.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Debtor shall within 90 days provide written notice to Purchaser with a replacement Exhibit A, which upon acceptance by Purchaser shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Debtor's or any Affiliate's business(es). If after the date hereof, Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall within 90 days provide written notice to Purchaser with a replacement Exhibit B, which upon acceptance by Purchaser shall become part of this Agreement.

(d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Debtor,

constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify Purchaser of such item(s) and cause such Affiliate to execute and deliver to Purchaser a patent and trademark security agreement substantially in the form of this Agreement.

(e) Title. Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) No Sale. Except as permitted in the Note Agreement or the Security Agreement, Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Purchaser's prior written consent.

(g) Defense. Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) Maintenance. Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark (other than those Patents or Trademarks that Debtor determines are no longer necessary for, or used in the ordinary course of, its business), nor fail to file any required affidavit or renewal in support thereof.

(i) Purchaser's Right to Take Action. If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, or if Debtor notifies Purchaser that it intends to abandon a Patent or Trademark, Purchaser may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Purchaser's option, in Purchaser's own name) and may (but need not) take any and all other actions which Purchaser may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Purchaser on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Purchaser in connection with or as a result of Purchaser's taking action in its Permitted Discretion under subsection (i) or exercising its rights under

Section 6, together with interest thereon from the date expended or incurred by Purchaser at the Default Rate.

(k) Power of Attorney. To facilitate Purchaser's taking action under subsection (i) and exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Purchaser, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Purchaser, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Note Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and is continuing.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Note Agreement, shall occur; or (b) Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Purchaser may, at its option, take any or all of the following actions:

(a) Purchaser may exercise any or all remedies available under the Note Agreement or the Security Agreement.

(b) Purchaser may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Purchaser may enforce the Patents and Trademarks and any licenses thereunder, and if Purchaser shall commence any suit for such enforcement, Debtor shall, at the request of Purchaser, do any and all lawful acts and execute any and all proper documents required by Purchaser in aid of such enforcement.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan (other than conflict laws).

8. Severability of Invalid Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9. Duplicate Originals; Counterpart Execution. Two or more duplicate originals of this Agreement may be signed by the parties, each duplicate of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be executed in several counterparts, without the requirement that all parties sign each counterpart. Each of such counterparts shall be an original, but all counterparts together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. Debtor shall promptly send its original of each counterpart to Purchaser, but Debtor's failure to do so shall not affect the validity, enforceability, and binding effect of this Agreement.

10. WAIVER OF JURY TRIAL. EACH OF DEBTOR AND PURCHASER WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, BETWEEN PURCHASER AND DEBTOR ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH. DEBTOR AND PURCHASER HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

11. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Purchaser. A waiver signed by Purchaser shall be effective only in the specific instance and for the specific purpose given. No course of dealing or delay or failure to assert any Event of Default shall constitute a waiver of that Event of Default or of any prior or subsequent Event of Default. All rights and remedies of Purchaser are cumulative and not exclusive of any other rights or remedies, and shall be in addition to every other right, power, and remedy that Purchaser may have, whether specifically granted herein or hereafter existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Purchaser may deem expedient in its sole discretion. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Note Agreement. Purchaser shall not be obligated to preserve any rights Debtor may have

against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Purchaser and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Purchaser, and Debtor waives notice of Purchaser's acceptance hereof. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

*[Signature page follows]*



IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Brite-Line Technologies, LLC  
10660 East 51st Avenue  
Denver, CO 80239

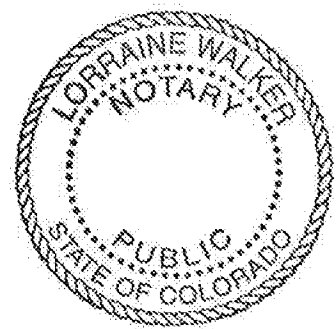
**BRITE-LINE TECHNOLOGIES, LLC**

By: [Signature]  
Name: Kevin White  
Title: President and Chief Executive Officer

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 4 day of March, 2015, by Kevin White, the President and Chief Executive Officer of Brite-Line Technologies, LLC, a Delaware limited liability company, on behalf of such limited liability company.

[Signature]  
Notary Public



My Commission Expires 08/27/2015

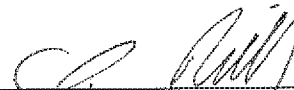
Signature Page to Patent and Trademark Security Agreement

The Peninsula Fund V Limited Partnership  
c/o Peninsula Capital Partners L.L.C.  
500 Woodward Avenue, Suite 2800  
Detroit, MI 48226

**THE PENINSULA FUND V LIMITED  
PARTNERSHIP**

By: Peninsula Fund V Management L.L.C.  
Its: General Partner

By: Peninsula Capital Partners L.L.C.  
Its: Manager


By: 

Name: Scott A. Reilly  
Title: President and Chief Investment Officer

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 2015, by Scott A. Reilly, the President and Chief Investment Officer of The Peninsula Fund V Limited Partnership, a Delaware limited partnership, on behalf of such limited partnership.

JONATHAN PETER KREMPEL  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Feb 14, 2020  
ACTING IN COUNTY OF Wayne

  
\_\_\_\_\_

Notary Public

**EXHIBIT B**

**TRADEMARKS**

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS**

**REGISTRATIONS**

<b>Trademark</b>	<b>Owner</b>	<b>Serial No./Reg. No.</b>	<b>Reg. Date</b>
BRITE-LINE	Brite-Line	3,939,458	4/5/2011
BRITE-LINE	Brite-Line	1,377,747	1/7/1986
DELTALINE	Brite-Line	3,585,387	3/10/2009

**FOREIGN ISSUED TRADEMARKS**

<b>Trademark</b>	<b>Owner</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BRITE LINE & Design	Brite Line Corporation <sup>1</sup>	AUSTRALIA	533335	4/30/1990
BRITE-LINE	Brite-Line <sup>2</sup>	CANADA	TMA328265	6/5/1987
BRITE-LINE	Brite-Line	FRANCE	97 670943	3/28/1997
BRITE-LINE	Brite-Line	ITALY	1273424	4/22/2010
BRITE LINE	Brite-Line	SWEDEN	212319	10/21/1988
BRITE-LINE	Brite-Line	COMMUNITY TRADEMARKS	5620489	4/24/2008
DELTALINE	Brite-Line	COMMUNITY TRADEMARKS	5620471	10/7/2009

**APPLICATIONS**

None.

**COLLECTIVE MEMBERSHIP MARKS**

None.

**UNREGISTERED MARKS**

“The brightest ideas ever to hit the road”

<sup>1</sup> To be assigned from Brite Line Corporation to Debtor.

<sup>2</sup> To be assigned from Plymouth Rubber Company to Debtor.