

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHIVELY BROTHERS, INC.		03/17/2015	CORPORATION: MICHIGAN
SHIVELY BROS. OF CANADA INC.		03/17/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	500 FIRST AVE.		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	NATIONAL BANKING ASSOCIATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2235839	AUTOTRACK	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	734-623-1906		
Email:	cmitchell@dickinsonwright.com		
Correspondent Name:	CHRISTOPHER A. MITCHELL		
Address Line 1:	350 S. MAIN STREET		
Address Line 2:	SUITE 300		
Address Line 4:	ANN ARBOR, MICHIGAN 48104		
NAME OF SUBMITTER:	CHRISTOPHER A. MITCHELL		
SIGNATURE:	/Christopher A. Mitchell/		
DATE SIGNED:	03/18/2015		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("*IP Security Agreement*"), dated as of March 17, 2015, is made by the parties listed on the signature pages hereof (collectively, the "*Grantors*") in favor of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association ("*PNC*"), as agent (PNC in such capacity, the "*Agent*") for the secured parties under the Credit Agreement referred to below (the "*Secured Parties*").

SHIVELY BROTHERS, INC., a corporation organized under the laws of the State of Michigan ("*Shively Brothers*"), and **SHIVELY BROS. OF CANADA INC.**, a corporation incorporated under the laws of the Province of Ontario ("*Shively Canada*") (Shively Brothers, Shively Canada, and each Person joined as a borrower from time to time, collectively, the "*Borrowers*", and each a "*Borrower*"), have entered into a Revolving Credit and Security Agreement dated on or about the date as this IP Security Agreement (as may be amended, restated, supplemented, or modified from time to time, the "*Credit Agreement*"), with the Agent and lenders party thereto (the "*Lenders*").

Under the terms of the Credit Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal, state, and foreign government authorities including but not limited to, with respect to individual patents, registered trademarks, and registered copyrights, and applications for the foregoing, recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. **Grant of Security.** Each Grantor grants to the Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title, and interest in and to the following (the "*IP Collateral*"):

1.1 The patents and patent applications set forth in Schedule 1 and all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations thereof (the "*Patents*");

1.2 The trademark registrations and applications set forth in Schedule 2, together with the goodwill symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

1.3 All copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including but not limited to the copyright registrations, applications, and exclusive copyright licenses set forth in Schedule 3, and all extensions and renewals thereof (the "*Copyrights*");

1.4 All rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

1.5 Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.6 Any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials, foreign or domestic, to record and register this IP Security Agreement upon request by the Agent. Upon the Agent's request, each Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record (including recording with domestic or foreign governmental authorities or officials) or preserve the Agent's interest in all IP Collateral.

3. New or Newly Identified IP Collateral. If any Grantor (i) becomes aware of any existing IP Collateral of which any Grantor has not previously informed the Agent, (ii) obtains rights to any new patentable inventions or other IP Collateral, or (iii) becomes entitled to the benefit of any IP Collateral which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement will automatically apply thereto and such Grantor must give to the Agent prompt written notice thereof. Each Grantor authorizes the Agent to modify this IP Security Agreement by amending Schedules 1, 2, and 3, as applicable, to include any such IP Collateral, and to request the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials, foreign or domestic, to record and register or re-record or re-register this IP Security Agreement. Upon the Agent's request, each Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve the Agent's interest in all IP Collateral added to Schedules 1, 2, and 3 pursuant to this Section.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is incorporated by reference. The provisions of the Credit Agreement supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the IP Collateral are as provided by the Credit Agreement and related documents and nothing in this IP Security Agreement limits such rights and remedies.

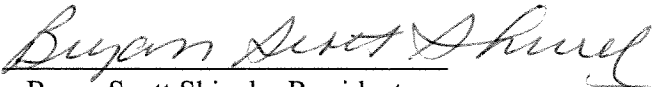
5. Execution in Counterparts. This IP Security Agreement may be executed in different counterparts, each of which constitutes an original, but all of which when taken together constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopy is effective as delivery of a manually executed counterpart of this IP Security Agreement.

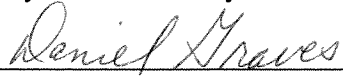
6. Governing Law. This IP Security Agreement is governed by and construed in accordance with the laws of the State of Michigan.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

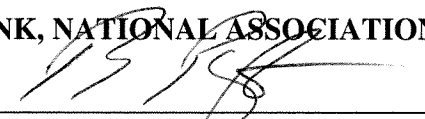
SHIVELY BROTHERS, INC.
SHIVELY BROS. OF CANADA INC.

By: 
Bryan Scott Shively, President

By: 
Daniel Graves, Treasurer

AGREED TO AND ACCEPTED:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: 
Ben Pugliesi, Vice President

SCHEDULE 1

PATENTS

None.

SCHEDULE 2
TRADEMARKS

Owner	Description	Serial No.	Registration No.	Registration Date
Shively Brothers, Inc.	AutoTrack	75421922	2235839	03- 30-1999

SCHEDULE 3
COPYRIGHTS

None.