

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340075

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent, Trademark and Copyright Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Made, LLC		05/01/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	249 Fifth Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2544682	BULITEX	
Registration Number:	2680373	BULITEX	
Registration Number:	2828306	TEX	
Registration Number:	2902684		
Registration Number:	3277781	VERSITEX	
Registration Number:	4216844	ECOTEX	
Registration Number:	4357835	USLCO	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0011046-302726		
NAME OF SUBMITTER:	Michael L. Dever		

CH \$190.00 2544682

SIGNATURE:	/Michael L. Dever/
DATE SIGNED:	05/01/2015
Total Attachments: 11 source=pnc-american made security agreement#page1.tif source=pnc-american made security agreement#page2.tif source=pnc-american made security agreement#page3.tif source=pnc-american made security agreement#page4.tif source=pnc-american made security agreement#page5.tif source=pnc-american made security agreement#page6.tif source=pnc-american made security agreement#page7.tif source=pnc-american made security agreement#page8.tif source=pnc-american made security agreement#page9.tif source=pnc-american made security agreement#page10.tif source=pnc-american made security agreement#page11.tif	

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as May 1, 2015, is entered into by and between **AMERICAN MADE, LLC**, a limited liability company formed under the laws of the Commonwealth of Pennsylvania doing business as US Liner Co. (the "Pledgor"), and **PNC BANK, NATIONAL ASSOCIATION**, (the "Lender").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan, and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and between, *inter alia*, the Pledgor and the Lender, the Lender has agreed to provide certain loans and other financial accommodations to the Pledgor, and the Pledgor has agreed, among other things, to grant a security interest to the Lender in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Debt" shall mean and include the following: (i) shall mean and include any and all loans (including without limitation, all Advances), advances, debts, liabilities, obligations (including without limitation all reimbursement obligations and cash collateralization obligations with respect to Letters of Credit issued under the Credit Agreement), covenants and duties owing by any Pledgor, Borrower or any Subsidiary of any Borrower to Lender (or to any other direct or indirect subsidiary or affiliate of Lender) of any kind or nature, present or future (including any interest or other amounts accruing thereon, any fees accruing under or in connection therewith, any costs and expenses of any Person payable by any Borrower or Pledgor and any indemnification obligations payable by any Borrower or Pledgor arising or payable after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to any Pledgor or Borrower, whether or not a claim for post-filing or post-petition interest, fees or other amounts is allowable or allowed in such proceeding), whether or not evidenced by any note, guaranty or other instrument, whether arising under any agreement, instrument or document (including the Credit Agreement, this Agreement, the Other Documents, Lender-Provided Interest Rate Hedges, Lender-Provided Foreign Currency Hedges and any Cash Management Products and Services) whether or not for the payment of money, whether arising by reason of an extension of credit, opening or issuance of a letter of credit, loan, equipment lease, establishment of any commercial card or similar facility or guarantee, under any interest or currency swap, future, option or other similar agreement, or in any other manner, whether arising out of overdrafts or deposit or other accounts

or electronic funds transfers (whether through automated clearing houses or otherwise) or out of Lender's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository transfer check or other similar arrangements, whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, contractual or tortious, liquidated or unliquidated, regardless of how such indebtedness or liabilities arise or by what agreement or instrument they may be evidenced or whether evidenced by any agreement or instrument, including, but not limited to, (i) any and all of any Pledgor's, Borrower's Indebtedness and/or liabilities (and any and all indebtedness, obligations and/or liabilities of any Subsidiary of any Borrower) under this Agreement, the Credit Agreement, the Other Documents or under any other agreement between Lender and any Borrower or Pledgor and any amendments, extensions, renewals or increases and all costs and expenses of Lender incurred in the documentation, negotiation, modification, enforcement, collection or otherwise in connection with any of the foregoing, including but not limited to reasonable attorneys' fees and expenses and all obligations of any Borrower or Pledgor to Lender to perform acts or refrain from taking any action, (ii) all Hedge Liabilities and (iii) all Cash Management Liabilities.

(c) "Patents, Trademarks and Copyrights" shall mean and include all of Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and registered copyrights, whether now owned or hereafter acquired by Pledgor, including, without limitation, those that are registered as listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

2. To secure the full payment and performance of all Debt, Pledgor hereby grants and conveys a security interest to the Lender in the entire right, title and interest of Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights listed on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to Pledgor's knowledge, each of the Patents, Trademarks and Copyrights listed on Schedule A is valid and enforceable;

(c) except as otherwise listed on Schedule B hereto, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights listed on Schedule A, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) except as otherwise listed on Schedule B hereto, no claim has been made to Pledgor or, to the knowledge of Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(g) No Pledgor will change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Lender;

(h) No Pledgor will change its name without providing thirty (30) days prior written notice the Lender; and

(i) Pledgor shall preserve its corporate existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not a Pledgor, or (ii) sell all or substantially all of its assets.

4. Pledgor agrees that, until all of the Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement, without the Lender's prior written consent which shall not be unreasonably withheld except Pledgor may license technology in the ordinary course of business without the Lender's consent to (i) suppliers and customers to facilitate the manufacture and use of Pledgor's products and (ii) Affiliates of Pledgor.

5. If, before the Debt shall have been indefeasibly satisfied in full, the commitments to make Revolving Advances have terminated, and all Letters of Credit have terminated, Pledgor shall own any new trademarks, any newly registered copyrights or any newly patented inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to the Lender prompt notice thereof in writing. Pledgor and Lender agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, registered copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. The Lender shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Lender shall designate by notice to Pledgor, in Pittsburgh, Pennsylvania

or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest that Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Lender, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to the applicable Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, Pledgor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender, as the Lender may select in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for the Lender to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit Pledgor; (ii) the Lender herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of Pledgor; and (iii) the Lender herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Lender. The Lender hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Lender.

8. At such time as the Debt shall have indefeasibly paid in full, all the Letters of Credit have expired, and the commitments to make Revolving Advances shall have terminated, this Agreement shall terminate and the Lender shall execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the applicable Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Lender pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgor within fifteen

(15) days of demand by the Lender, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Pledgor shall have the duty, through counsel reasonably acceptable to the Lender, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full, all of the Letters of Credit have expired, and the commitments to make Revolving Advances shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of Pledgor to do so) and to preserve and maintain all of its rights in patent applications and patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgor. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Lender, such consent not to be unreasonably withheld.

11. Pledgor shall have the right, upon the prior written notice to the Lender, to bring suit, action or other proceeding in its own name, and to join the Lender, if necessary, as a party to such suit so long as the Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Pledgor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including reasonable legal fees, incurred by the Lender as a result of such suit or joinder by Pledgor.

12. No course of dealing between Pledgor and Lender, nor any failure to exercise nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Credit Agreement or Other Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Lender's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however,

that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

18. Any judicial proceeding brought by or against Pledgor with respect to any of the Debt, this Agreement, the Other Documents or any related agreement may be brought in any court of competent jurisdiction in the Commonwealth of Pennsylvania, United States of America, and, by execution and delivery of this Agreement, Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified or registered mail (return receipt requested) directed to Pledgor at its address set forth on the signature page of this Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Lender to bring proceedings against Pledgor in the courts of any other jurisdiction. Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Pledgor waives the right to remove any judicial proceeding brought against Pledgor in any state court to any federal court. Any judicial proceeding by Pledgor against Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the Commonwealth of Pennsylvania

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Pledgor acknowledges and agrees that a telecopy transmission to the Lender of the signature pages hereof purporting to be signed on behalf of Pledgor shall constitute effective and binding execution and delivery hereof by Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 16.6 of the Credit Agreement.

22. Pledgor acknowledges and agrees that, in addition to the other rights of the Lender hereunder and under the Credit Agreement and the Other Documents, because the

Lender's remedies at law for failure of the Pledgor to comply with the provisions hereof relating to the Lender's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which Pledgor has appointed the Lender its attorney-in-fact, and (v) to enforce the Lender's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, Pledgor agrees that each such provision hereof may be specifically enforced.

23. **The Pledgor acknowledges and agrees that (a) this Agreement contains one or more provisions authorizing the Lender to act as Pledgor's attorney-in-fact or agent (collectively the "Power of Attorney"); (b) the purpose of the Power of Attorney is to give the Lender broad powers to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person and to take any action which Lender may deem necessary or advisable to accomplish the purposes hereof and otherwise act in the name of the Pledgor; (c) the Power of Attorney is coupled with an interest and, as such, the Lender, in exercising any of its rights under the Power of Attorney is not a fiduciary of the Pledgor; (d) the Lender may exercise any of its rights under the Power of Attorney for the sole benefit of the Lender, without regard to the interests of the Pledgor; (e) the Power of Attorney shall in no way be construed as to benefit the Pledgor; (f) the Lender shall have no duty to exercise any powers granted by the Power of Attorney for the benefit of Pledgor or in the Pledgor's best interest; (g) the Lender shall have no duty of loyalty to Pledgor; (g) the Lender shall, to the extent exercisable, exercise any and all powers granted by the Power of Attorney solely for the benefit of Lender; (h) any rights the Pledgor may have under 20 Pa.C.S. §§ 5601 - 5612, as amended (the "POA Act") are hereby forever waived and relinquished; (i) without limiting the generality of the foregoing, (A) the Power of Attorney shall not be construed in accordance with the provisions of the POA Act, and (B) the Lender shall have none of the duties described in 20 Pa.C.S. § 5601.3(b); (j) the Power of Attorney is irrevocable; and (k) the Pledgor has read and understands the Power of Attorney.**

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE 1 OF 2 TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

N WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

AMERICAN MADE, LLC

By: Eric A. Proie (SEAL)
Name: Eric A. Proie
Title: Chief Financial Officer

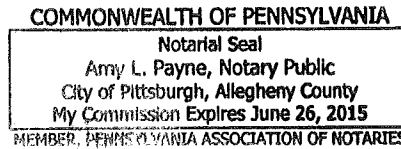
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF ALLEGHENY :

On this, the 30th day of April 2015, before me, the undersigned officer, personally appeared ERIC A. PROIE who acknowledged himself to be a Chief Financial Officer of American Made, LLC, a Pennsylvania limited liability company and that he as such Chief Financial Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Chief Financial Officer and further acknowledged that he executed the same on behalf of such limited liability company with the knowledge and intent that the foregoing instrument contains a grant by such limited liability company of one or more powers of attorney.


IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public Amy L. Payne
My Commission Expires: June 26, 2015



**[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT]**

**PNC BANK, NATIONAL ASSOCIATION, as
Lender**

By: 
Name: KEVIN D RICH
Title: AVP

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

Schedule A

Intellectual Property Rights

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
BULITEX	2,544,682	03/05/2002
BULITEX & Logo	2,680,373	01/28/2003
TEX	2,828,306	03/30/2004
Embedded Bulit Design	2,902,684	11/16/2004
VERSITEX	3,277,781	08/07/2007
ECOTEX & Logo	4,216,844	10/02/2012
USLCO	4,357,835	06/25/2013

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED ENCUMBRANCES**

None