TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341735

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Imperial Group Manufacturing, Inc.		05/15/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Regions Bank, as Agent
Street Address:	10 South Wacker Dr.
Internal Address:	Suite 2575
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	banking corporation: ALABAMA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4065833	IMPERIAL GROUP
Registration Number:	4065834	IMPERIAL GROUP
Registration Number:	3870753	HIGHWAY ORIGINAL
Registration Number:	3870754	HIGHWAY ORIGINAL

CORRESPONDENCE DATA

Fax Number: 6785337787

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.

Phone: 404-523-5300
Email: sls@phrd.com
Correspondent Name: Steve Schaaf, Paralegal
Address Line 1: Parker, Hudson, Rainer & Dobbs LLP
Address Line 2: 285 Peachtree Center Avenue, N.E., #1500
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	3717.318
NAME OF SUBMITTER:	Mitchell M. Purvis
SIGNATURE:	/MMP/
DATE SIGNED:	05/18/2015

CH $115.00 4065833

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of the 15th day of May, 2015, between **REGIONS BANK**, an Alabama banking corporation in its capacity as administrative agent and collateral agent for the Lenders (as hereinafter defined) having an office at 10 South Wacker Drive, Suite 2575, Chicago, Illinois 60606 (together with its successors in such capacity, "Agent"), and **IMPERIAL GROUP MANUFACTURING, INC.**, a Delaware corporation having its principal place of business at 311 W. Superior, Suite 510, Chicago, Illinois 60654 ("Company").

Recitals:

Company desires to obtain loans and other financial accommodations from certain financial institutions (collectively, the "Lenders") that are parties from time to time to that certain Loan and Security Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among Company, Detroit Tool Metal Products Co., a Missouri corporation, Agent and Lenders.

Lenders are willing to make loans and other financial accommodations to Company from time to time pursuant to the terms of the Loan Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars ($10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the following property of Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

   (a) all federally registered trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

   (b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

   (c) all proceeds of the foregoing.

3. Company represents and warrants to Agent that as of the Closing Date:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) This Agreement will create a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against Company in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity (regardless of whether such enforcement is considered in a proceeding at law or in equity);

(c) No written claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

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

(e) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below and except Permitted Liens).

4. Company covenants and agrees with Agent that:

(a) Except to the extent the Company believes the Trademark Collateral is no longer used or useful in its business, and except where the failure to maintain the quality of the products associated with the Trademarks could not reasonably be expected to result in a Material Adverse Effect, Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement; and

(b) Except to the extent the Company believes the Trademark Collateral is no longer used or useful in its business and provided that the abandonment of the Trademark Collateral could not be reasonably expected to have a Material Adverse Effect, Company will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Company hereby grants to Agent and Agent's employees and agents (and any Lender or Lenders and their respective employees and agents) the visitation, audit, and inspection rights with respect to Company and the Trademark Collateral as set forth in the Loan Agreement.

6. Until Payment in Full of all of the Obligations, Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

7. If, before Payment in Full of all of the Obligations, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Agent prompt notice thereof in writing.

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8. Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC and all other rights and remedies under any other applicable law.

10. Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. This power of attorney, being coupled with an interest, shall be irrevocable until Payment in Full of the Obligations.

11. Any and all reasonable and documented fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable and documented attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, reasonable and documented counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Company (it being the intent of Company and Agent that Company shall be responsible for the payment of all such sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by Company **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations.

12. Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of material infringements detected that could reasonably be expected to have a Material Adverse Effect. Any expenses incurred in connection with such proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent, unless Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents reasonably required by Agent to aid such enforcement, or defense, and Company shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable and documented costs and expenses incurred in the exercise of Agent's rights under this paragraph 13.

14. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law,

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Agent may discharge such obligations in Company's name or in Agent's name, in Agent's sole discretion, but at Company's expense, and Company agrees to reimburse Agent in full for all reasonable and documented expenses, including, without limitation, reasonable and documented attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

15. No course of dealing between Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; 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.

16. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. 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 other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

20. Company hereby waives notice of Agent's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

22. **To the fullest extent permitted by applicable law, Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

[Remainder of page intentionally left blank; signatures appear on following pages.]

TRADEMARK
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WITNESS the execution hereof under seal on the day and year first above written.

IMPERIAL GROUP MANUFACTURING, INC.
("Company")

By: _____
Daniel Goldsmith, Treasurer

Accepted:

REGIONS BANK
("Agent")

By: _____
Michael W. Kempel, Senior Vice President

WITNESS the execution hereof under seal on the day and year first above written.

IMPERIAL GROUP MANUFACTURING, INC.
("Company")

By: _____
Daniel Goldsmith, Treasurer

Accepted:

REGIONS BANK
("Agent")

By: _____
Michael W. Kempel, Senior Vice President

EXHIBIT A

United States Trademarks

Trademark Name	Registration No.	Registration Date
Imperial Group	4,065,833	12/6/2011
Imperial Group & Design	4,065,834	12/6/2011
Higway Original & Design	3,870,753	11/2/2010
Higway Original	3,870,754	11/2/2010

United States Trademark Applications

None