

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345822

<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>
Sunnyside Corporation		06/25/2015	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	10 South Wacker Drive, 16th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0586543	SPECS	
<b>Registration Number:</b>	0856829	SUNNYSIDE	
<b>Registration Number:</b>	0861854	S	
<b>Registration Number:</b>	1047436	M-1	
<b>Registration Number:</b>	1564083	SUNNYSIDE	
<b>Registration Number:</b>	2506654	READY-STRIP	
<b>Registration Number:</b>	2638487	BACK TO NATURE	
<b>Registration Number:</b>	2651255	BACK TO NATURE	
<b>Registration Number:</b>	3709355	GREEN ENVY	
<b>Registration Number:</b>	4355815	PRO SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127821263		
<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>Email:</b>	jbacallao@thompsoncoburn.com		
<b>Correspondent Name:</b>	Jaclyn Bacallao		
<b>Address Line 1:</b>	55 East monroe 37th floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	36835/140401		

OP \$265.00 0586543

<b>NAME OF SUBMITTER:</b>	Jaclyn A. Bacallao
<b>SIGNATURE:</b>	/s/ Jaclyn A. Bacallao
<b>DATE SIGNED:</b>	06/25/2015
<b>Total Attachments: 11</b> source=Intellectual Property Security Agreement#page1.tif source=Intellectual Property Security Agreement#page2.tif source=Intellectual Property Security Agreement#page3.tif source=Intellectual Property Security Agreement#page4.tif source=Intellectual Property Security Agreement#page5.tif source=Intellectual Property Security Agreement#page6.tif source=Intellectual Property Security Agreement#page7.tif source=Intellectual Property Security Agreement#page8.tif source=Intellectual Property Security Agreement#page9.tif source=Intellectual Property Security Agreement#page10.tif source=Intellectual Property Security Agreement#page11.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of June 25, 2015, by between WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Bank"), SUNNYSIDE CORPORATION, an Illinois corporation ("Sunnyside"; and together with any other party joined as a borrower under this Agreement, each individually a "Borrower" and collectively the "Borrowers").

**W I T N E S S E T H:**

WHEREAS, contemporaneously herewith, Bank is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrowers pursuant to that certain Loan and Security Agreement of even date herewith by and among Bank and Borrowers (as amended or restated from time to time, the "Loan Agreement") and the other "Loan Documents" (as defined in the Loan Agreement);

WHEREAS, pursuant to the Loan Documents, Borrowers granted to Bank a first position priority security interest and lien in and to all of Borrowers' assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Bank is willing to provide the Financial Accommodations to Borrowers, provided, among other things, Borrowers execute and deliver this Agreement to Bank.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrowers and Bank set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers covenant unto and agree with Bank as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Schedules, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Liabilities, each Borrower hereby grants and conveys to Bank a first position priority security interest and lien in and to all of such Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Schedule A, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent

registrations and the applications listed on Schedule B, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Schedule C, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule D, and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Borrower and now or hereafter covered by such licenses (collectively the "Licenses"); and

E. the goodwill of such Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Borrowers acknowledge and agree that upon the occurrence and continuance of an Event of Default, and upon written notice to Borrowers, the Intellectual Property Collateral shall be immediately conveyed to Bank without any further action by any party, and Bank shall have the power to use and/or sell the Intellectual Property Collateral. Borrowers covenant and agree to execute and deliver to Bank all agreements, instruments, documents and other written matter that Bank may request, in form and substance acceptable to Bank, to perfect and maintain perfected Bank's security interest and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Section 2.

### 3. Restrictions on Future Agreements.

A. Borrowers agree that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrowers will not, without Bank's prior written consent, enter into any document, instrument or agreement which is inconsistent with Borrowers' obligations under this Agreement. Borrowers further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Bank under this Agreement.

B. Each Borrower hereby represents and warrants to Bank that such Borrower has not granted any license to any Person other than Bank in connection with any of the Intellectual Property Collateral. Each Borrower hereby covenants unto Bank that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, such Borrower shall not grant any license to any third party in connection with the Intellectual Property Collateral without Bank's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Each Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Schedules A, B, C and D respectively, constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by such Borrower. If, prior to payment of the Liabilities in full, such Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Section 2 above shall automatically apply thereto and such Borrower shall provide Bank with immediate notice thereof. Borrowers hereby authorize Bank to modify this Agreement by amending Schedules A, B, C and D to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Each Borrower hereby agrees that the use by Bank of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Bank to Borrowers. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Bank of the Liabilities in full and the termination of the Loan Documents.

6. **Bank's Right to Inspect.** Bank shall have the right to inspect Borrowers' premises and to examine Borrowers' books, records and operations, including, without limitation, Borrowers' quality control processes. Upon an Event of Default, Borrowers agree that Bank shall have the right to establish such additional product quality controls as Bank, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks, Patents, Copyrights or Licenses. Each Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products in any way without Bank's prior written consent.

7. **Nature and Termination of Bank's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Sections 3, 6, 8 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrowers' right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Bank any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrowers.** Borrowers shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Liabilities shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Borrowers. Borrowers shall not abandon any Intellectual Property Collateral, without the consent of Bank.

9. **Bank's Right to Sue.** Upon an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of a Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Bank shall commence any such suit, Borrowers shall, at the request of Bank, do any and all acts and execute any and all instruments, documents and agreements required by

Bank to enforce such Intellectual Property Collateral, and Borrowers shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights and remedies under this Section 9.

10. **Waivers.** Bank's failure at any time or times hereafter to require strict performance by Borrowers of any provision of this Agreement shall not waive, affect or diminish any right of Bank thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Bank of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrowers contained in this Agreement and no Event of Default by Borrowers shall be deemed to have been suspended or waived by Bank unless such suspension or waiver is in writing signed by an officer of Bank and directed to Borrowers specifying such suspension or waiver.

11. **Severability.** 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.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Bank's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as such Borrower's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Bank of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Bank in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Bank decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Bank may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Borrower agrees to indemnify Bank for any infringement claims or other similar claims filed or asserted against Bank from the use of any of the Intellectual Property Collateral. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and all financing arrangements between Borrowers and Bank have been terminated. Borrowers acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrowers and their successors and assigns, and shall inure to the benefit of Bank, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

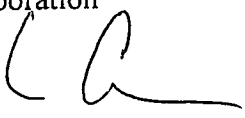
16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

17. **Joint and Several.** All references to “Borrowers” and “Borrower” shall mean each Borrower, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Borrowers shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of each Borrower.

[signature page follows]

IN WITNESS WHEREOF, Borrowers' duly authorized officers, members or managers, as applicable, have executed this Agreement as of the date first set forth above.

**SUNNYSIDE CORPORATION,**  
an Illinois corporation

By:   
\_\_\_\_\_  
Len Carmichael, Vice President of Finance  
and Chief Financial Officer

*[Signature page to Intellectual Property Security Agreement]*

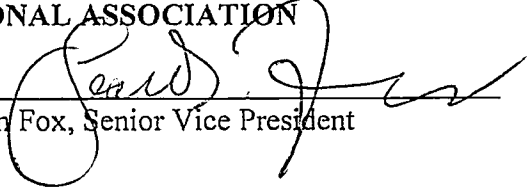


**ACCEPTANCE**

The undersigned accepts the foregoing Collateral Assignment of Intellectual Property.

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION**

By: \_\_\_\_\_

  
Sean Fox, Senior Vice President



*[Acceptance page to Intellectual Property Security Agreement]*

SCHEDULE A

TO  
COLLATERAL ASSIGNMENT OF  
INTELLECTUAL PROPERTY

Trademarks and Trademark Registrations

Registrations:

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
SPECS	U.S.	0,586,543	Mar. 9, 1954
SUNNYSIDE	U.S.	0,856,829	Sept. 17, 1969
S 	U.S.	0,861,854	Dec. 17, 1968
M-1	U.S.	1,047,436	Sept. 7, 1976
SUNNYSIDE	U.S.	1,564,083	Nov. 7, 1989
READY-STRIP	U.S.	2,506,654	Nov. 13, 2001
BACK TO NATURE 	U.S.	2,638,487	Oct. 22, 2002
BACK TO NATURE	U.S.	2,651,255	Nov. 19, 2002
GREEN ENVY	U.S.	3,709,355	Nov. 10, 2009
PRO SOLUTIONS	U.S.	4,355,815	Jun. 25, 2013

Applications:

None.

**SCHEDULE B**

**TO  
COLLATERAL ASSIGNMENT OF  
INTELLECTUAL PROPERTY**

**Patents and Patent Registrations**

<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
Color changing paint and varnish remover	U.S.	8,383,565	Feb. 26, 2013
Color changing paint and varnish remover	U.S.	8,198,226	Jun. 12, 2012

**SCHEDULE C**

**TO  
COLLATERAL ASSIGNMENT OF  
INTELLECTUAL PROPERTY**

**Copyrights and Copyright Applications**

None.

**SCHEDULE D**  
**TO**  
**COLLATERAL ASSIGNMENT OF**  
**INTELLECTUAL PROPERTY**

**License Agreements**

None.

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