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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM346364 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MUSKEGON CASTINGS CORP.		06/30/2015	CORPORATION: MICHIGAN

### **RECEIVING PARTY DATA**

Name:	BANK OF MONTREAL, as administrative agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4578457	TRUE NORTH LIGHTING
Registration Number:	4526470	TRUE NORTH LIGHTING
Registration Number:	2912849	
Registration Number:	2904892	PORT CITY GROUP

### **CORRESPONDENCE DATA**

**Fax Number:** 3128493690

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:** 312-849-8128

Email: edavenport@mcguirewoods.com
Correspondent Name: Tiffany Madigan, McGuireWoods LLP
Address Line 1: 77 West Wacker Drive, Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

ATTORNEY DOCKET NUMBER:	2062480-0010
NAME OF SUBMITTER:	Tiffany Madigan
SIGNATURE:	/Tiffany Madigan/
DATE SIGNED:	06/30/2015

**Total Attachments: 4** 

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### GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 30, 2015, by MUSKEGON CASTINGS CORP., a Michigan corporation ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Grantor has entered into an Amended and Restated Pledge and Security Agreement, dated June 30, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

MUSKEGON CASTINGS CORP.

By: Name: W. Craig Potter

Title: Vice President

# SCHEDULE A TO GRANT OF A SECURITY INTEREST

**Trademark Registrations and Applications** 

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Grantor	Mark	App. No. / App. Date Reg. No. / Reg. Date Status	Goods and Services / Dates of First Use
MUSKEGON CASTINGS CORP.	TRUE NORTH LIGHTING	App 85918403 App 30-APR-2013 Reg. 4578457 Reg. 05-AUG-2014 USPTO Status: Registered USPTO Status Date: 05-AUG-2014	INT. CL. 11 LIGHT BULBS; LIGHT DIFFUSERS; LIGHT REFLECTORS; LIGHTING FIXTURES; LIGHTING FIXTURES FOR USE IN PARKING DECKS AND GARAGES; LIGHTING FIXTURES FOR USE IN PARKING LOTS AND WALKWAYS; LIGHTING FIXTURES THAT INTEGRATE NATURAL DAYLIGHT AND FLUORESCENT LIGHTING INTO THE FIXTURE; LIGHTING FIXTURES WITH MOTION DETECTION; WALL LIGHTS First Used: 05-DEC-2012 (IC 11) In Commerce: 05-DEC-2012
MUSKEGON CASTINGS CORP.	TRUE NORTH LIGHTING True North Lighting	App 85720987 App 05-SEP-2012 Reg. 4526470 Reg. 06-MAY-2014 USPTO Status: Registered USPTO Status Date: 06-MAY-2014	INT. CL. 11 LIGHTING FIXTURES FOR USE IN PARKING DECKS AND GARAGES; LIGHTING FIXTURES FOR USE IN PARKING LOTS AND WALKWAYS  First Used: 05-DEC-2012 (IC 11) In Commerce: 05-DEC-2012
MUSKEGON CASTINGS CORP.	Design Only	App 78266515 App 24-JUN-2003 Reg. 2912849 Reg. 21-DEC-2004 USPTO Status: Registered and renewed USPTO Status Date: 06-SEP-2014	INT. CL. 40 MANUFACTURER OF ALUMINUM AND ZINC PRODUCTS TO ORDER AND/OR SPECIFICATION OF OTHERS First Used: 01-NOV-2000 (IC 40) In Commerce: 01-NOV-2000
MUSKEGON CASTINGS CORP.	PORT CITY GROUP	App 78266506 App 24-JUN-2003 Reg. 2904892 Reg. 23-NOV-2004 USPTO Status: Registered and renewed USPTO Status Date: 06-SEP-2014	INT. CL. 40 MANUFACTURER OF ALUMINUM AND ZINC PRODUCTS TO ORDER AND/OR SPECIFICATION OF OTHERS First Used: 01-NOV-2000 (IC 40) In Commerce: 01-NOV-2000

DOC ID - 23138245.1

**RECORDED: 06/30/2015**