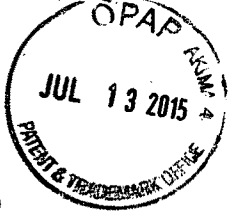


07/13/15



07/16/2015  
103672850

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

COMMERCE  
mark Office

### RECORDATION FORM C TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies):

MANUFACTURING RESOURCES INTERNATIONAL, INC.

- Individual(s)
- Partnership
- Corporation- State: Georgia
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

#### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 30, 2015

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

#### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: FIFTH THIRD BANK

Street Address: 3344 Peachtree Road Ste 800

City: Atlanta Mail Drop X46306

State: GA

Country: USA Zip: 30326

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_ State \_\_\_\_\_
- Other Banking Assoc. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

#### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

77/671,636; 77/671,634; 85/051,379; 77/671,751; 85/051,376

Additional sheet(s) attached?  Yes  No

#### C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

#### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bradley E. Wahl

Internal Address: Nelson Mullins Riley & Scarborough, LLP

Street Address: 201 17th Street, NW Suite 1700

City: Atlanta

State: GA Zip: 30363

Phone Number: 404-322-6250

Docket Number: \_\_\_\_\_

Email Address: allison.lynch@nelsonmullins.com

#### 6. Total number of applications and registrations involved:

27

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$690.00

- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

07/16/2015 KNGUYEN1 00000004 77671636  
 Deposit Account Number \_\_\_\_\_ 40.00 OP  
 Authorized User Name \_\_\_\_\_ 650.00 OP

#### 9. Signature:

Signature  
Bradley E. Wahl

06/30/2015

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 005580 FRAME: 0116

Trademarks Additional Sheet

77/672,518
77/759,331
77/759,330
85/619,465
77/913,994
77/953,881
77/956,652
85/465,674
85/541,765
85/541,763
85/752,726
86/333,427
86/365,376
86/365,371
86/365,367
86/365,361
86/365,357
86/368,023
86/368,022
86/386,157
86/386,155
86/390,781

## TRADEMARK SECURITY AGREEMENT

[MANUFACTURING RESOURCES INTERNATIONAL, INC.]

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**") is made as of June <sup>30</sup> 2015 by MANUFACTURING RESOURCES INTERNATIONAL, INC., a Georgia corporation ("**Debtor**"), and **FIFTH THIRD BANK**, an Ohio banking corporation (the "**Bank**").

### WITNESSETH:

**WHEREAS**, the Debtor, AMERICAN PANEL CORPORATION ("APC"), SHILOH METALWORKS, LLC ("Shiloh Metal"), APC INTELLECTUAL PROPERTY, LLC ("APC IP"), MRI INTELLECTUAL PROPERTY, LLC ("MRI IP"), APC REAL ESTATE HOLDINGS, LLC ("APC Real Estate") and MRI REAL ESTATE HOLDINGS, LLC ("MRI Real Estate") (collectively, the "**Borrowers**") and the Bank have entered into that certain Loan and Security Agreement, dated as of even date herewith (as amended, modified, supplemented, restated or renewed from time to time, the "**Loan Agreement**");

**WHEREAS**, the Bank has required, as a condition to the extension of the financial accommodations to be extended to the Borrowers under the Loan Agreement, that Debtor pledge and grant to the Bank a Lien on and in its "Trademarks" (as defined herein) as security for the Obligations;

**NOW, THEREFORE**, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Debtor and the Bank, by its acceptance hereof, hereby agrees as follows:

1. **Defined Terms.** Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
2. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Debtor hereby grants, assigns, transfers and pledges to the Bank a security interest in and lien on as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, conditioned upon the occurrence and during the continuation of an Event of Default, all of Debtor's right, title and interest in and to the following, whether, now existing or hereafter acquired: (a) all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications used in Debtor's business and listed on **Schedule I** attached hereto and made a part hereof, and all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under

all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (d) the goodwill of Debtor's business symbolized by the foregoing and connected therewith, (e) all of Debtor's rights corresponding thereto throughout the world, and (f) all other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relating thereto (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(f) in this Section 2, are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"). Prior to any Event of Default, Bank will have no rights or interests in any of the Trademarks other than the security interest granted herein. Nothing in this Agreement will be construed as an assignment of the Trademarks to Bank until an occurrence of an Event of Default.

3. **New Trademarks.** Debtor represents and warrants that, from and after the date of this Agreement, (a) the Trademarks listed on Schedule I are a true, accurate and complete list of all of Debtor's Trademarks, and (b) no Liens in such Trademarks have been granted by Debtor to any Person, other than the Bank, and except as permitted in the Loan Agreement. If, prior to payment in full of the Obligations, Debtor shall (i) obtain rights to any new Trademarks or (ii) become entitled to the benefit of any Trademarks, the provisions of Section 2 above shall automatically apply thereto, provided that Debtor shall not be under any obligation to take any steps or incur any costs to enforce, create or perfect any lien or security interest in any Trademarks registered outside the United States of America, including, without limitation, any filing recordation, notice or otherwise in any other county other than the United States of America. Debtor shall give to the Bank written notice of the acquisition of new Trademarks registered in the United States of America promptly after the occurrence thereof. Debtor may, and hereby authorizes the Bank to, modify this Agreement unilaterally upon Debtor's notice to the Bank (i) by amending Schedule I to include any future Trademarks registered in the United States of America and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule I thereto, as the case may be, such future Trademarks.

4. **Consent to Use.** Except upon the occurrence and during the continuation of an Event of Default, Debtor may make, have made, use, and sell the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications constituting and claimed in the Trademarks for Debtor's own benefit and account and for none other. Except as otherwise permitted by the Loan Documents, Debtor agrees not to sell or assign its interest in, or grant any sublicense under, the right and license granted to it in this Section without the prior written consent of Bank.

5. **Royalties.** Debtor hereby agrees that the use by the Bank of the Trademarks as authorized hereunder in connection with the Bank's exercise of its rights and remedies hereunder or pursuant to any Loan Document shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank to Debtor.

6. **Duties of the Debtor.** Debtor shall have the duty, to the extent desirable in the normal conduct of its business, to (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) make application on untrademarked but trademarkable items material to the conduct of Debtor's business, as appropriate, giving due consideration to value, importance, cost, and opinion of counsel as to trademarkability, and (c) preserve, maintain, and enforce against infringement all Trademarks (other than nonpayment of renewal fees on trademarks which are not necessary or useful in the conduct of Debtor's business or operations). Debtor further agrees (i) not to abandon any registered Trademark without the prior written consent of the Bank, unless any registered Trademark is not material to the conduct of Debtor's business or if such abandonment is otherwise desirable to Debtor in the ordinary course of business, and (ii) to maintain in full force and effect the registered Trademarks material to the conduct of its business. Any expenses incurred in connection with the foregoing shall be borne by Debtor. The Bank shall not have any duty, other than any duty imposed by law, with respect to the Trademarks. Without limiting the generality of the foregoing, the Bank shall be under no obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Bank may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all reasonable out-of-pocket expenses incurred in connection therewith shall be for the account of Debtor and shall be added to the Obligations secured hereby.

7. **Power of Attorney; Cumulative Remedies.** Debtor hereby irrevocably designates, constitutes and appoints the Bank (and all officers and agents of the Bank designated by the Bank in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes the Bank and any of the Bank's designees, in Debtor's or the Bank's name, conditioned upon the occurrence and during the continuation of an Event of Default, to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, and consistent with existing license agreements, including, without limitation, to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Bank reasonably deems in its best interest. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof (except to the extent of any gross negligence, willful misconduct or fraud). This power of attorney is coupled with an interest and shall be irrevocable until the Obligations (other than the Obligations that expressly survive repayment of the Loans) are paid in full. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies 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

Trademarks may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and following the expiration of any applicable notice and/or cure periods and the election by the Bank to exercise any of its remedies under the Uniform Commercial Code or other applicable law with respect to the Trademarks, Debtor agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee all such agreements, documents and instruments as may be necessary, in the Bank's sole discretion, to effect such assignment, conveyance and transfer. All of the Bank's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default and following the expiration of any applicable notice and/or cure periods, the Bank may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. Debtor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Debtor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least 10 days before such disposition.

8. **Successors and Assigns.** This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Bank and its successors and assigns.

9. **Governing Law.** This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia, without reference to the conflicts or choice of law principles thereof.

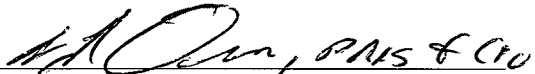
10. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement under seal as of the day and year first above written.

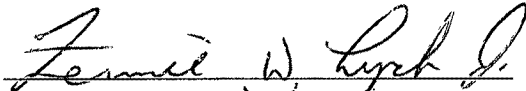
**DEBTOR:**

**MANUFACTURING RESOURCES  
INTERNATIONAL, INC.**

By:   
William R. Dunn, President and CEO

Agreed and Accepted as of this June 30, 2015

**FIFTH THIRD BANK**

By:   
Name: Zennie W. Lynch Jr.  
Title: Vice President

Docket Number	Status	Country	Application Number	Application Date	Registration Number	Registration Date	Mark Name
2241-044	Registered	United States	77/671,636	02/17/2009	3,796,942	06/01/2010	WAY2ORDER
2241-053	Registered	United States	77/671,634	02/17/2009	3,829,138	08/03/2010	BOLDVU
2241-055B	Registered	United States	85/051,379	06/01/2010	3,904,226	01/11/2011	COOLVU
2241-056	Registered	United States	77/671,751	02/17/2009	3,782,949	04/27/2010	SAM
2241-058B	Registered	United States	85/051,376	06/01/2010	3,904,224	01/11/2011	SUREVU
2241-059	Registered	United States	77/672,518	02/18/2009	3,838,701	08/24/2010	SRF
2241-067	Registered	United States	77/759,331	06/15/2009	3,829,405	08/03/2010	AMPVU
2241-068	Registered	United States	77/759,330	06/15/2009	3,829,404	08/03/2010	BRIGHTVU
2241-077B	Registered	United States	85/619,465	05/08/2012	4,214,099	09/25/2012	BASICVU
2241-078	Registered	United States	77/913,994	01/18/2010	3,862,090	10/12/2010	STATUSVU
2241-087	Registered	United States	77/953,881	03/09/2010	4,411,350	10/01/2013	ECOVU
2241-092	Registered	United States	77/956,652	03/11/2010	3,941,960	04/05/2011	DYNAMICVU
2241-114	Registered	United States	85/465,674	11/07/2011	4,614,143	09/30/2014	THRUUVU
2241-115B	Allowed	United States	85/541,765	02/14/2012			POPVU (Class 009)
2241-115C	Allowed	United States	85/541,763	02/14/2012			POPVU (Class 035)
2241-122	Allowed	United States	85/752,726	10/12/2012			LIFEVU
2241-149	Allowed	United States	86/333,427	07/10/2014			TRANSVU
2241-154	Pending	United States	86/365,376	08/13/2014			WINDOWVU
2241-155	Allowed	United States	86/365,371	08/13/2014			SERVICEVU
2241-156	Pending	United States	86/365,367	08/13/2014			REPORTVU
2241-157	Allowed	United States	86/365,361	08/13/2014			STANDARDVU
2241-158	Allowed	United States	86/365,357	08/13/2014			READYVU
2241-159	Allowed	United States	86/368,023	08/15/2014			WAY2VU
2241-160	Pending	United States	86/368,022	08/15/2014			TAXIVU
2241-169	Pending	United States	86/386,157	09/05/2014			POLRVU
2241-170	Pending	United States	86/386,155	09/05/2014			WAY2FIND
2241-172	Pending	United States	86/390,781	09/10/2014			NATURALVU