

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351880

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Superior Manufacturing Group, Inc.		08/19/2015	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Dr., Ste 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	1733265	AIRUG
Registration Number:	4303959	APEX
Registration Number:	2805423	AQUA-TRAP
Registration Number:	4560464	ARROW TRAX
Registration Number:	2946403	BRUSH STEP
Registration Number:	4504348	BUBBLE TRAX
Registration Number:	4657672	CLEAR TRAX
Registration Number:	2024304	CUSHION TRAX
Registration Number:	2776410	CUSHION-EASE
Registration Number:	2308216	DECALON
Registration Number:	4451101	DURA TRAX
Registration Number:	2762707	DYNA-SHIELD
Registration Number:	2840059	ESTES
Registration Number:	2922386	FINGER SCRAPE
Registration Number:	1760015	GRIP STEP
Registration Number:	4489682	HOMETRAX DESIGNS
Registration Number:	2887596	M.D. RAMP SYSTEM
Registration Number:	4560463	MASTER TRAX
Registration Number:	4349400	MICRO STOP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1215967	NIRU
Registration Number:	1793749	NOTRAX
Registration Number:	1305149	OPTIMAT
Registration Number:	4560462	ORIENTRAX
Registration Number:	4504347	PEBBLE TRAX
Registration Number:	4454210	SADDLE TRAX
Registration Number:	1944709	SAFETY STANCE
Registration Number:	4572482	SAFETY TRAX
Registration Number:	3289925	SAN-EZE
Registration Number:	3289923	SAN-EZE II
Registration Number:	2782023	SANITOP
Registration Number:	4672957	SANI-TRAX
Registration Number:	1186813	SANI-TUFF
Registration Number:	2267285	TEK-CONNECT
Registration Number:	1660933	TEK-TOUGH
Registration Number:	3289931	TEK-TOUGH JR
Registration Number:	4260524	ULTRAMAT
Registration Number:	2673189	WAYFARER

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.320
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	08/19/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2015, by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC ("Agent"), as Agent for all Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 20, 2014 by and among Grantor, Checkers Industrial Products, LLC, a Colorado limited liability company, Rimstar, LLC, a Colorado limited liability company, Peterson Systems International, Inc., a Utah corporation, and Ground Protection, LLC, a Delaware limited liability company, as Borrowers, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are parties to that certain Guarantee and Collateral Agreement dated as of November 20, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on

behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

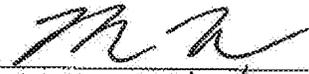
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUPERIOR MANUFACTURING GROUP, INC., an
Illinois corporation

By:  _____
Name: Raymond Torres
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Michael Nativi
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Grantor	Trademark	Application/ Registration Number	Date of Application/ Registration
Superior Manufacturing Group, Inc.	AIRUG	1733265	11/17/1992
Superior Manufacturing Group, Inc.	APEX	4303959	3/19/2013
Superior Manufacturing Group, Inc.	AQUA-TRAP	2805423	1/13/2024
Superior Manufacturing Group, Inc.	ARROW TRAX	4560464	7/1/2014
Superior Manufacturing Group, Inc.	BRUSH STEP	2946403	5/3/2005
Superior Manufacturing Group, Inc.	BUBBLE TRAX	4504348	4/1/2014
Superior Manufacturing Group, Inc.	CLEAR TRAX	4657672	12/16/2014
Superior Manufacturing Group, Inc.	CUSHION TRAX	2024304	12/17/1996
Superior Manufacturing Group, Inc.	CUSHION-EASE	2776410	10/21/2003
Superior Manufacturing Group, Inc.	DECALON	2308216	1/18/2000
Superior Manufacturing Group, Inc.	DURA TRAX	4451101	12/17/2013
Superior Manufacturing Group, Inc.	DYNA-SHIELD	2762707	9/9/2003
Superior Manufacturing Group, Inc.	ESTES	2840059	5/11/2004
Superior Manufacturing Group, Inc.	FINGER SCRAPE	2922386	2/1/2005
Superior Manufacturing Group, Inc.	GRIP STEP	1760015	3/23/1993
Superior Manufacturing Group, Inc.	HOMETRAX DESIGNS	4489682	2/25/2014
Superior Manufacturing Group, Inc.	M.D. RAMP SYSTEM	2887596	9/21/2004
Superior Manufacturing Group, Inc.	MASTER TRAX	4560463	7/1/2014
Superior Manufacturing Group, Inc.	MICRO STOP	4349400	6/11/2013
Superior Manufacturing Group, Inc.	NIRU	1215967	11/9/1982

Superior Manufacturing Group, Inc.	NOTRAX	1793749	9/21/1993
Superior Manufacturing Group, Inc.	OPTIMAT	1305149	11/13/1984
Superior Manufacturing Group, Inc.	ORIENTRAX	4560462	7/1/2014
Superior Manufacturing Group, Inc.	PEBBLE TRAX	4504347	4/1/2014
Superior Manufacturing Group, Inc.	SADDLE TRAX	4454210	12/24/2013
Superior Manufacturing Group, Inc.	SAFETY STANCE	1944709	12/26/1995
Superior Manufacturing Group, Inc.	SAFETY TRAX	4572482	7/22/2014
Superior Manufacturing Group, Inc.	SAN-EZE	3289925	9/11/2007
Superior Manufacturing Group, Inc.	SAN-EZE II	3289923	9/11/2007
Superior Manufacturing Group, Inc.	SANITOP	2782023	11/11/2003
Superior Manufacturing Group, Inc.	SANI-TRAX	4672957	1/13/2015
Superior Manufacturing Group, Inc.	SANI-TUFF (Stylized) Sani-TUFF	1186813	1/19/1982
Superior Manufacturing Group, Inc.	TEK-CONNECT	2267285	8/3/1999
Superior Manufacturing Group, Inc.	TEK-TOUGH	1660933	10/15/1991
Superior Manufacturing Group, Inc.	TEK-TOUGH JR	3289931	9/11/2007
Superior Manufacturing Group, Inc.	ULTRAMAT	4260524	12/18/2012
Superior Manufacturing Group, Inc.	WAYFARER	2673189	1/7/2003

CANADIAN TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Grantor	Trademark	Application/ Registration Number	Date of Application/ Registration
Superior Manufacturing Group, Inc.	AQUA-TRAP	TMA650547	10/17/2005
Superior Manufacturing Group, Inc.	CUSHION-EASE	TMA642297	6/16/2005
Superior Manufacturing Group, Inc.	NOTRAX	TMA597132	12/10/2003
Superior Manufacturing Group, Inc.	HOMETRAX DESIGNS	1614614	2/14/2013