

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sellstrom Manufacturing Co.		11/02/2015	COMPANY: CANADA
RECEIVING PARTY DATA			
Name:	Penfund Capital Fund IV Limited Partnership		
Street Address:	333 Bay Street, Suite 610		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5H 2R2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	1668356	BEAMWALKER	
Registration Number:	1394697	CLIMB*RITE	
Registration Number:	1366486	ESCAPE-RITE	
Registration Number:	2431723	EXPANDER	
Registration Number:	1639629	EXTRICATOR	
Registration Number:	1861724	GRAVIT-EYE	
Registration Number:	1576225	GUEST-GARD	
Registration Number:	2724529	IMPULSE	
Registration Number:	1705765	INFRA-GUARD	
Registration Number:	1656648	IRON MASK	
Registration Number:	1914119	MAXVIEW	
Registration Number:	0924700	MONITOR	
Registration Number:	1697399	PERMACABLE	
Registration Number:	2528987	PHANTOM	
Registration Number:	1752299	POLYSTEEL	
Registration Number:	1638302	RAILWALKER	
Registration Number:	2258494	RAILWALKER	
Registration Number:	1971443	RAPID-CLEAR	
Registration Number:	1879094	REDI-SEP	

CH \$1115.00 1668356

Property Type	Number	Word Mark
Registration Number:	1279696	RETRACTALOK
Registration Number:	2367962	RETRACTOR
Registration Number:	1212230	RTC
Registration Number:	0880861	S
Registration Number:	1858471	SAFE-T-FOLD
Registration Number:	1868101	SEBRING
Registration Number:	0585629	SELLSTROM
Registration Number:	0828204	SELLSTROM
Registration Number:	1053460	SELLSTROM
Registration Number:	2232662	SELLSTROM RTC
Registration Number:	2244906	SELLSTROM RTC
Registration Number:	0824862	SELLSTROM SAFEGUARDS
Registration Number:	1579718	SELLSTROM STA-CLEAR
Registration Number:	1851409	SENTRYWASH
Registration Number:	2377277	SHOCKPAK
Registration Number:	1935883	SIGHTLINE
Registration Number:	2004834	SKY ANCHOR
Registration Number:	3937790	SKYRIDER
Registration Number:	1906394	SONIX
Registration Number:	2467350	THE TECHNOLOGY LEADER IN FALL PROTECTION
Registration Number:	2521014	TITAN
Registration Number:	0991446	TONEDOWN
Registration Number:	2737717	XVA
Registration Number:	2791926	XVA X-TENDED VIEWING AREA
Registration Number:	2953085	XVA X-TENDED VIEWING AREA

CORRESPONDENCE DATA

Fax Number: 2026373593

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: 202-383-0100

Email: eteas@sutherland.com

Correspondent Name: E Langworthy SUTHERLAND ASBILL & BRENNAN

Address Line 1: 700 Sixth Street, NW, Suite 700

Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER: 64329-0038

NAME OF SUBMITTER: E. Langworthy

SIGNATURE: /E. Langworthy/

DATE SIGNED: 11/10/2015

Total Attachments: 11

source=Nov 2015 - IP Security Agreement by Sellstrom to Penfund#page1.tif
source=Nov 2015 - IP Security Agreement by Sellstrom to Penfund#page2.tif
source=Nov 2015 - IP Security Agreement by Sellstrom to Penfund#page3.tif
source=Nov 2015 - IP Security Agreement by Sellstrom to Penfund#page4.tif
source=Nov 2015 - IP Security Agreement by Sellstrom to Penfund#page5.tif
source=Nov 2015 - IP Security Agreement by Sellstrom to Penfund#page6.tif
source=Nov 2015 - IP Security Agreement by Sellstrom to Penfund#page7.tif
source=Nov 2015 - IP Security Agreement by Sellstrom to Penfund#page8.tif
source=Nov 2015 - IP Security Agreement by Sellstrom to Penfund#page9.tif
source=Nov 2015 - IP Security Agreement by Sellstrom to Penfund#page10.tif
source=Nov 2015 - IP Security Agreement by Sellstrom to Penfund#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated November 2, 2015, is made by SELLSTROM MANUFACTURING CO., an Illinois corporation (together with its successors and permitted assigns, the "Grantor"), in favor of PENFUND CAPITAL FUND IV LIMITED PARTNERSHIP (together with any successor(s) thereto in such capacity, the "Lender").

WHEREAS, the Grantor has entered into a General Security Agreement dated as of November 2, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Lender. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the United States patents and patent applications set forth in Schedule A hereto (the "Patents");
- (b) the United States trademark and service mark registrations and applications (other than "intent to use" trademark applications for which a statement of use has not been filed) set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks or Service Marks");
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with

respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents and the Security Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to the Lender under the Loan Documents and the Security Agreement but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

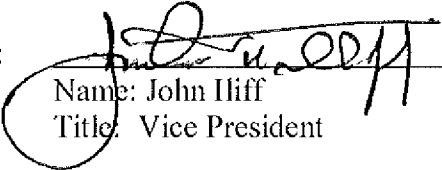
SECTION 7. Intercreditor Agreement. The lien created by this IP Security Agreement described herein is junior and subordinate to the lien on such property created by any security agreement now or hereafter granted to National Bank of Canada, as administrative agent, and its successors and assigns, in such property, in accordance with the provisions of the Intercreditor Agreement dated as of November 1, 2012 between, among others, National Bank of Canada, as administrative agent, the Lender and the Borrower, as amended, restated, modified or supplemented from time to time (the "Intercreditor Agreement"). The exercise of rights and remedies hereunder is subject to the Intercreditor Agreement. To the extent of any conflict,

ambiguity or inconsistency between the terms of this IP Security Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

[signature pages follow]

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

SELLSTROM MANUFACTURING CO.

By:  _____
Name: John Iliff
Title: Vice President

ACCEPTED and ACKNOWLEDGED by:

PENFUND CAPITAL FUND IV LIMITED PARTNERSHIP

By: its general partner, PENFUND CAPITAL PARTNERS IV INC.

By: _____
Name:
Title:

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

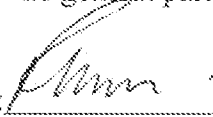
SELLSTROM MANUFACTURING CO.

By: _____
Name: John Hiff
Title: Vice President

ACCEPTED and ACKNOWLEDGED by:

PENFUND CAPITAL FUND IV LIMITED PARTNERSHIP

By: its general partner, PENFUND CAPITAL PARTNERS IV INC.

By:  _____
Name: Richard Bradlow
Title: Authorized Signatory

Schedule A
to
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Registration No.</u>	<u>Date</u>	<u>Country</u>
Protective Headgear Assembly	8,161,576	2008-08-07	United States

II. PATENT APPLICATIONS


<u>Patent</u>	<u>Application No.</u>	<u>Date</u>	<u>Country</u>
None.			

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>	<u>Country</u>
<u>Trademark</u>	<u>Application No./ Registration No.</u>	<u>Filing Date/ Registration Date</u>	
BEAMWALKER	1668356	1991-12-17	United States
CLIMB*RITE	1394697	1986-05-27	United States
ESCAPE-RITE	1366486	1985-04-16	United States
EXPANDER	2431723	2001-02-27	United States
EXTRICATOR	1639629	1991-04-02	United States
GRAVIT-EYE	1861724	1994-11-8	United States
GUEST-GARD	1576225	1990-01-09	United States
IMPULSE	2724529	2003-06-10	United States
INFRA-GUARD	1705765	1992-08-04	United States
IRON MASK	1656648	1991-11-10	United States
MAXVIEW	1914119	1995-08-22	United States

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>	<u>Country</u>
MONITOR	0924700	1971-11-30	United States
PERMACABLE	1697399	1992-06-30	United States
PHANTOM	2528987	2002-01-15	United States
POLYSTEEL	1752299	1993-02-16	United States
RAILWALKER	1638302	1991-04-19	United States
RAILWALKER	2258494	1999-07-06	United States
RAPID-CLEAR	1971443	1996-02-06	United States
REDI-SEP	1879094	1995-02-14	United States
RETRACTALOK	1279696	1984-05-29	United States
RETRACTOR	2367962	2000-07-18	United States
RTC	1212230	1982-10-12	United States
	0880861	1969-11-18	United States
SAFE-T-FOLD	1858471	1994-10-18	United States

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>	<u>Country</u>
SEBRING	1868101	1994-12-20	United States
	0585629	1954-02-16	United States
SELLSTROM	0828204	1967-05-02	United States
SELLSTROM	1053460	1976-11-23	United States
	2232662	1999-03-16	United States
	2244906	1999-05-11	United States
SELLSTROM SAFEGUARDS	0824862	1967-02-28	United States
SELLSTROM STA-CLEAR	1579718	1990-01-30	United States
SENTRYWASH	1851409	1994-08-30	United States
SHOCKPAK	2377277	2000-08-15	United States
SIGHTLINE	1935883	1995-11-14	United States
SKY ANCHOR	2004834	1996-10-01	United States
SKYRIDER	3937790	2011-01-11	United States

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Registration No.</u>	<u>Date</u>
------------------	-------------------------	-------------

None.

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
------------------	------------------------	-------------

None.

III. COPYRIGHT LICENSES

None.