

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Products International, Inc.		10/09/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 South Riverside Plaza, 29th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	86563873	SILENDRIVE	
Serial Number:	86476117	DUAL FUSION	
Serial Number:	86380307	REMINGTON	
Serial Number:	86380297	REMINGTON	
Registration Number:	3584633	REMINGTON	
Registration Number:	3263074	PRO-ON-THE-GO	
Registration Number:	3357568	SUN-STREAM	
Registration Number:	3446721	HEAT STREAM	
Registration Number:	3295012	HEAT HOG	
Registration Number:	3160431	BIG COUNTRY BREEZE	
Registration Number:	3276494	TRU-TEMP	
Registration Number:	3195024	PRO-TEMP	
Registration Number:	1727357		
Registration Number:	1494999	REMINGTON	
Registration Number:	1442999	MASTER	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202.906.8618
Email: ipmail@dykema.com
Correspondent Name: Eric T. Fingerhut
Address Line 1: 1300 I St., NW, Suite 300 West
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	104063-0099
NAME OF SUBMITTER:	Eric T. Fingerhut
SIGNATURE:	/eric t. fingerhut/
DATE SIGNED:	11/17/2015

Total Attachments: 8

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AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "**Security Agreement**") made as of the 9th day of October, 2015, is by and between PINNACLE PRODUCTS INTERNATIONAL, INC., a Delaware corporation ("**Grantor**"), and FIFTH THIRD BANK, an Ohio banking corporation ("**Lender**").

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of May 22, 2015 by and between Grantor and Lender (as heretofore amended, restated, modified or supplemented, the "**Existing Loan Agreement**"), Grantor and Lender entered into that certain Trademark Security Agreement dated as of May 22, 2015 (as heretofore amended, restated, modified or supplemented, the "**Existing Security Agreement**");

WHEREAS, Grantor, Schaefer Ventilation Equipment, Corp., a Delaware corporation ("**Schaefer**", and together with Grantor, collectively, "**Borrowers**" and each a "**Borrower**"), and Lender are entering into that certain Amended and Restated Loan and Security Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "**Loan Agreement**"), which Loan Agreement amends and restates the Existing Loan Agreement in its entirety, and other related loan documents dated as of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by Grantor to Lender of a security interest in certain of Grantor's assets, including, without limitation, its trademarks and trademark applications; and

WHEREAS, Lender has required that Grantor execute and deliver this Agreement to Lender as a condition to the extension and/or continued extension of credit by Lender;

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

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations (as defined in the Loan Agreement), Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the

foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Grantor warrants and represents to Lender that:

(i) No Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) To the knowledge of Grantor, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Grantor agrees that until Borrowers' Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of Lender, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Grantor represents and warrants that, based on a diligent investigation by Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before Borrowers' Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Lender, (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, or (iii) take any action to register (or re-register) or revive, renew, resuscitate or otherwise claim rights in or protect any abandoned, lapsed or dead trademark, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Lender prompt

written notice thereof. Grantor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks. In addition, if any of the foregoing events under this Section 5 occurs with respect to any Subsidiary of Grantor, Grantor shall give to Lender prompt written notice thereof.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrowers' Obligations and the termination of the Financing Agreements. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Grantor.

7. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrowers' Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantor and until paid shall constitute Obligations.

10. Duties of Grantor. Grantor shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until Borrowers' Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrowers' Obligations under this Section 10 shall be borne by Grantor.

11. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Grantor shall promptly, upon

demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between any Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security 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 Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrowers' Obligations shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

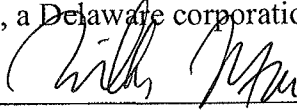
20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

21. Amendment and Restatement. This Security Agreement amends and restates the Existing Security Agreement in its entirety effective as of the date hereof. Nothing herein shall be construed as having the effect of terminating or releasing the liens and security interests granted pursuant to the Existing Security Agreement. Instead, it is the express intention of Grantor to reaffirm such grants as valid and enforceable security interests and liens which originally attached to the Trademarks pursuant to the Existing Security Agreement and are continuing in favor of Lender under this Security Agreement. Neither the execution and delivery of this Security Agreement nor any of the terms hereof shall be deemed to adversely affect any of the liens and security interests in favor of Lender under the Existing Security Agreement, as amended and restated hereby.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Amended and Restated Trademark Security Agreement as of the date first written above.

**PINNACLE PRODUCTS INTERNATIONAL,
INC.**, a Delaware corporation

By: 

Name: William I. Morris

Title: Vice President and Secretary

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK, an Ohio banking corporation

By: _____

Name: David L. Mistic

Title: Vice President

IN WITNESS WHEREOF, Grantor has duly executed this Amended and Restated Trademark Security Agreement as of the date first written above.

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Name: William I. Morris

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FIFTH THIRD BANK, an Ohio banking corporation


By: David L. Mistic

Name: David L. Mistic

Title: Vice President

SCHEDULE A

TRADEMARKS/TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Serial / Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
SILENDRIVE	86563873	3/13/2015	---
DUAL FUSION	86476117	12/10/2014	---
REMINGTON	86380307 (pending)	8/28/2014	---
REMINGTON	86380297 (pending)	8/28/2014	---
REMINGTON	78586993 / 3584633	3/14/2005	3/3/2009
PRO-ON-THE-GO	78787481 / 3263074	1/9/2006	7/10/2007
SUN-STREAM	78787471 / 3357568	1/9/2006	12/18/2007
HEAT STREAM	78787466 / 3446721	1/9/2006	6/10/2008
HEAT HOG	78668235 / 3295012	7/12/2005	9/18/2007
HEAT HOG ¹	681623/TMA681623	7/19/2005	2/13/2007
BIG COUNTRY BREEZE	78543649 / 3160431	1/7/2005	10/17/2006
TRU-TEMP	78543648 / 3276494	1/7/2005	8/7/2007
TRU-TEMP ¹	675820/TMA675820	7/7/2005	10/31/2006
PRO-TEMP	78543646 / 3195024	1/7/2005	1/2/2007
PRO-TEMP ¹	675822/TMA675822	7/7/2005	10/31/2006
	74046378 / 1727357	4/6/1990	10/27/1992
REMINGTON	73632528 / 1494999	11/26/1986	7/5/1988
MASTER	73603166 / 1442999	6/9/1986	6/16/1987

¹ Canadian Registrations.
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