

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saunders Midwest LLC		01/11/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	8850 Boedeker		
Internal Address:	4th Floor, MC 6595		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	banking association: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4796032	US-WORKS	
Registration Number:	3222644	A-HOLDER	
Registration Number:	3220097	CRUISER-MATE	
Registration Number:	3324287	REDI-RITE	
Registration Number:	3218011	SNAPAK	
Registration Number:	3303172	RHINO·SKIN	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<i>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.</i>			
Phone:	214-745-5226		
Email:	AWALKER@WINSTEAD.COM		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P. O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	3134-1841 COMERICASAUNDER		
NAME OF SUBMITTER:	Andrea Walker		
SIGNATURE:	/Andrea Walker/		

CH \$165.00 4796032

DATE SIGNED:	01/11/2016
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January __, 2016 by and among COMERICA BANK ("Bank") and SAUNDERS MIDWEST LLC, a Delaware limited liability company (the "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and among Bank, Grantor and certain other Loan Parties dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement.

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

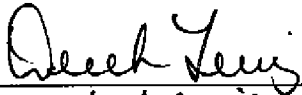
SAUNDERS MIDWEST LLC
180 N. Wabash Avenue, Suite 710
Chicago, Illinois 60601
Facsimile No.: _____
Attention: _____

GRANTOR:

SAUNDERS MIDWEST LLC

By: SAUNDERS LLC,
its Member

By: Castleray, LLC,
its Manager

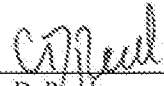
By: 
Name: Derek Lewis
Title: Founding Manager

Address of Bank:

Comerica Bank
8850 Boedecker, 4th Floor
MC 6595
Dallas, Texas 75225
Facsimile No.: (214) 890-5186
Attention: Chris D. Reed

BANK:

COMERICA BANK

By: 
Chris D. Reed
Vice President

IP SCHEDULE

EXHIBIT A

Copyrights

None.

IP SCHEDULE

EXHIBIT B

Patents

Title	Owner	Country	Patent No. / Application Ser. No.	Grant Date / Filing Date	Recorded Liens
Portable Clipboard Organizers	Saunders [sic]	U.S.	6234535	05/22/2001	--
One Piece Spring Clip	Saunders Mfg. Co., Inc.	U.S.	61/881839	09/24/2013	--
Document Retaining System	Saunders Manufacturing Company, Inc.	U.S.	6367642	04/09/2002	--
Removable Belt Clip System	Saunders Manufacturing Company, Inc.	U.S.	10/059532 US20030141329	01/30/2002	--
Combination Clipboard and Calculator	Saunders Manufacturing Company, Inc.	U.S.	Des. 341626	11/23/1993 (expired)	--
Combination Clipboard/Box and Calculator	Saunders Manufacturing Company, Inc.	U.S.	Des. 353399	12/13/1994 (expired)	--

IP SCHEDULE

EXHIBIT C

Trademarks

Registered Trademarks:

Mark	Owner	Country	Registration No.	Registration Date
US-WORKS	Saunders Mfg. Co., Inc.	U.S.	4796032	08/18/2015
A-HOLDER	Saunders Mfg. Co., Inc.	U.S.	3222644	03/27/2007
CRUISER-MATE	Saunders Mfg. Co., Inc.	U.S.	3220097	03/20/2007
REDI-RITE	Saunders Mfg. Co., Inc.	U.S.	3324287	10/30/2007
SNAPAK	Saunders Mfg. Co., Inc.	U.S.	3218011	03/13/2007
RHINO•SKIN	Saunders Manufacturing Co., Inc.	U.S.	3303172	10/02/2007

Unregistered Trademarks:

SlimMate

DeskMate

DeskMate II

WorkMate

WorkMate II

RingMate