

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edstrom Industries, LLC	FORMERLY known as and successor in interest to Edstrom Industries, Inc., a Wisconsin corporation	02/29/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Johnson Bank		
Street Address:	333 East Wisconsin Avenue		
Internal Address:	Suite 82		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	bank: WISCONSIN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86099327	SOLVERA	
Serial Number:	86159220	PULSE CMC	
Registration Number:	1468107	ENVIRONMENTAL WATCHDOG	
Registration Number:	3119966	SIPPER SACK	
Registration Number:	3877553	PULSE	
CORRESPONDENCE DATA			
Fax Number:	4149788675		
<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:	414 277 5675		
Email:	marta.levine@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	160906.00047		
NAME OF SUBMITTER:	Marta S. Levine		

CH \$140.00 86099327

SIGNATURE:	/MartaLevine/
DATE SIGNED:	02/29/2016
Total Attachments: 8 source=Edstrom IP Agreement_38813210_1#page1.tif source=Edstrom IP Agreement_38813210_1#page2.tif source=Edstrom IP Agreement_38813210_1#page3.tif source=Edstrom IP Agreement_38813210_1#page4.tif source=Edstrom IP Agreement_38813210_1#page5.tif source=Edstrom IP Agreement_38813210_1#page6.tif source=Edstrom IP Agreement_38813210_1#page7.tif source=Edstrom IP Agreement_38813210_1#page8.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Grant") is made effective as of February 29, 2016, by and from EDSTROM INDUSTRIES, LLC, a Delaware limited liability company ("Assignor"), whose principal address is 819 Bakke Avenue, Waterford, Wisconsin 53185, to and in favor of JOHNSON BANK, whose principal address is 333 East Wisconsin Avenue, Suite 82, Milwaukee, Wisconsin 53202, as administrative agent ("Assignee") for the lenders (the "Lenders") from time to time parties to that certain Credit Agreement dated as of the date hereof by and among EH Buyer, LLC, a Delaware limited liability company, Edstrom Holdings, LLC, a Delaware limited liability company, and Assignor (each a "Borrower" and, collectively, the "Borrowers"), Assignee, as administrative agent, and the Lenders, as such Credit Agreement may be amended or amended and restated or refinanced from time to time.

WHEREAS, the Borrowers (including Assignor) and Edstrom Real Estate, LLC, a Delaware limited liability company, as debtors, and Assignee, as secured party, have entered into a Security Agreement of even date herewith (as amended or amended and restated or refinanced from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for the benefit of the Lenders and their affiliates, a security interest in substantially all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
2. The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Credit Agreement). Upon the payment in full of all Obligations (other than contingent indemnity obligations), Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the

security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Grant.

(b) Assignor hereby collaterally assigns and grants to Assignee, for the benefit of the Lenders and their affiliates, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by Assignor (but excluding intent-to-use trademark applications which are described in clause (b) of the definition of Excluded Property contained in the Security Agreement), together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.

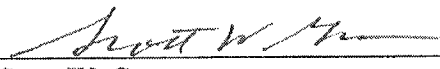
(c) The rights and remedies of Assignee and the Lenders and their affiliates with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(d) This Confirmatory Grant is being delivered in and shall be deemed to be a contract governed by the laws of the State of Wisconsin and shall be interpreted and enforced in accordance with the laws of that state without regard to the principles of conflicts of laws.

(Signature Pages Follow)

IN WITNESS WHEREOF, Assignor has executed this Confirmatory Grant effective as of the above-indicated date.

EDSTROM INDUSTRIES, LLC, a Delaware
limited liability company

By: 
Name: Scott W. Gage
Title: Vice President and Assistant Secretary

[Signature Page to Confirmatory Grant of Security Interest
in United States Patents, Trademarks and Copyrights]

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TRADEMARK
REEL: 005742 FRAME: 0334

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

List of Patents¹

1. Edstrom Industries, Inc. Patents:

Patent #	Patent Title	Application #	Patent Attorney Reference #	Inventor	Assignee ²	Country	Issue Date	Filing Date	Expiration Date
5,823,144	Cage and Rack System incorporating Automatic Water Docking System, Latch Mechanism, and Quick Disconnect Coupling	601,528	1038.006	William E. Edstrom, Glen W. Trickle, Peter S. Planton	Edstrom Industries, Inc.	USA	10/20/1998	2/14/1996	2/14/2016
6,003,468	Animal Watering Valve with Deflectable Elastomeric Boot	09/113,713	1038.001	William E. Edstrom, Peter S. Planton	Edstrom Industries, Inc.	USA	12/21/1999	7/10/1998	7/10/2018
6,293,229	Cage Flood Prevention System	09/552,176	1038.009	William E. Edstrom	Edstrom Industries, Inc.	USA	9/25/2001	4/18/2000	4/18/2020
6,382,589	Latch Mechanism and quick connect coupling usable with automatic water docking system for cage and rack systems	09/173,397	1038.008	William E. Edstrom, Peter S. Planton	Edstrom Industries, Inc.	USA	5/7/2002	10/15/1998	2/14/2016 ³
6,418,961	Water Supply Manifold	09/551,634	1038.010	William E. Edstrom	Edstrom Industries, Inc.	USA	7/16/2002	4/18/2000	4/18/2020

¹Recently expired patents have been included on this list of patents due to the fact that if a patent is infringed while it is still enforceable (before it expired), the patent owner may still take action against the infringer up to six years after the patent expires, and this right to sue, if any, may be transferred. Inclusion in this list is not a representation that any such rights ever have, or now, exist.

² All patents listed as registered to Edstrom Industries, Inc. were in the name of Edstrom Industries, Inc. (n/k/a Edstrom, Inc.), and the ownership record at the USPTO has been updated to Edstrom, Inc. prior to assignment to Edstrom Industries, LLC pursuant to the Bill of Sale and Assignment.

³ This is a continuation of Patent # 5,823,144 and expired at the same time as Patent #5,823,144.

Patent #	Patent Title	Application #	Patent Attorney Reference #	Inventor	Assignee ²	Country	Issue Date	Filing Date	Expiration Date
6,488,045	Water Supply Manifold and Method for its Production	10/001,675	1038.020	William E. Edstrom	Edstrom Industries, Inc.	USA	12/3/2002	10/31/2001	10/31/2021
7,513,218	Potable Water Delivery System for Animals (Sipper Sack) (Process Under Hood)	10/940,282	1038.022	David W. Handley Randal S. Knurr	Edstrom Industries, Inc.	USA	4/7/2009	9/14/2004	9/14/2024
7,810,787	Animal Watering Valve Having Elastomeric Diaphragm (Sipper Sack Valve) (Corresponds to European patent #2 009 984)	11/379,842	1038.028	Paul S. Johnson	Edstrom Industries, Inc.	USA	10/12/2010	4/24/2006	4/24/2026
8,056,510	Potable Water Delivery System for Animals (Sipper Sack) (Filler System)	12/401,661	1038.030	David W. Handley Randal S. Knurr	Edstrom Industries, Inc.	USA	11/15/2011	3/11/2009	3/11/2029
8,826,861	Absorbent Pad for use with Animal Caging Systems	13/740,824	1038.045	Russell F. Kuzniar, Peter S. Planton, Robert Dellemann, Kevin J. Anderson	Edstrom Industries, Inc.	USA	9/9/2014	1/14/2013	1/14/2033
9,232,768	Volume Based Automatic Animal Watering System	13/442,360	1038.043	Randall S. Knurr Patrick G. Pieters Russell F. Kuzniar Paul S. Johnson	Edstrom Industries, Inc.	USA	1/12/2016	4/9/2012	5/13/2034
5,954,375	Sanitary Fitting Having Ferrule with Grooved Undercut	08/902,191		Glen Trickle Peter Planton	Edstrom Industries, Inc.	USA	9/21/1999	7/29/1997	12/21/2015 ⁴
5,655,797	Sanitary Fitting	08/576,259		William Edstrom Sr. Peter Planton	Edstrom Industries, Inc.	USA	8/12/1997	12/21/1995	12/21/2015
5,501,177	Animal Watering Valve	08/294,738		William Edstrom Sr. Peter Planton	Edstrom Industries, Inc.	USA	3/26/1996	8/23/1994	8/23/2014

⁴ Continuation with Patent #5,655,797

2. **Edstrom Industries, Inc. Patent Applications⁵**:

Patent Application#	Patent Title	Serial #	Patent Attorney Reference #	Filing Date	Notes:
13/798,319	Animal Watering Valve	13/798,319	1038.044	3/13/2013	Final Rejection mailed 01/04/2016. ⁶

3. **Solvera, LLC Patent Applications⁷**:

Patent Application #	Description	Serial #	Patent Attorney Reference #	Filing Date	NOTES:
14/700,565	Smart Label w/ Integrated Sensor	14/700,565	1038.050	4/30/2015	Provisional patent serial number 61/986,971 and was filed 5/1/2014. 8/28/15: Initiated Patent assignment to Edstrom Inc.

Copyrights

List of Copyrights

1. **Edstrom Industries, Inc. Registered Copyrights⁸**:

Registration #	Copyright	Patent Attorney Reference #	Registration Date	NOTES
TX0003066754	Environmental Watchdog System: Central Computer: Reference Manual		4/16/1991	

2. **Edstrom, Inc. Registered Copyrights⁹**:

⁵ All patent applications in the name of Edstrom Industries, Inc. were in the name of Edstrom Industries, Inc. (n/k/a Edstrom, Inc.), and the ownership record at the USPTO has been updated to Edstrom, Inc. prior to assignment to Edstrom Industries, LLC pursuant to the Bill of Sale and Assignment.

⁶ The Final Rejection recognized some of Edstrom Industries, Inc.'s claims and rejected others. Edstrom Industries, Inc. intends to continue to pursue this patent.

⁷ All patent applications in the name of Solvera, LLC have been assigned to Edstrom Industries, LLC pursuant to the Bill of Sale and Assignment.

⁸ Copyrights listed as registered to Edstrom Industries, Inc. were in the name of Edstrom Industries, Inc. (n/k/a Edstrom, Inc.), and the ownership record at the U.S. Copyright Office has been updated to Edstrom, Inc. prior to assignment to Edstrom Industries, LLC pursuant to the Bill of Sale and Assignment.

⁹ All copyright registrations in the name of Edstrom, Inc. have been assigned to Edstrom Industries, LLC pursuant to the Bill of Sale and Assignment.

Registration #	Copyright	Patent Attorney Reference #	Registration Date	NOTES
TX0008071217	Watchdog	1038.056	8/26/2015	
TX0008071218	Pulse CMC	1038.057	8/26/2015	

Trademarks

List of Marks¹⁰

1. Edstrom Industries, Inc. Registered Trademarks¹¹:

<u>US Trademark Registration #</u>	<u>Trademark</u>	<u>Patent Attorney Reference #</u>	<u>Filing Date</u>	<u>Date Registered</u>	<u>Expiration Date</u>	<u>Country</u>	<u>NOTES</u>
1468107	Environmental Watchdog	1038.003	2/9/1987	12/8/1987	12/8/2017	USA	Trademark extended from 12/8/07
3119966	Sipper Sack	1038.025	6/21/2005	7/25/2006	7/9/2025	USA	Continuation registration filed for 10 year extension on 7/9/2015.
3877553 ¹²	Pulse (Vivarium)	1038.036	3/2/2009	11/16/2010	11/16/2020	USA	Pulse Trademark exclusive to the Vivarium market.
3152251	Water Swiggler		5/21/2005	10/3/2006	Cancelled 05/10/2013	USA	
1118812	Freeze Guard		3/14/1978	5/22/1979	Cancelled 12/206/2009	USA	

2. Solvera, LLC Trademark Applications¹³:

¹⁰ Those trademarks which have recently lapsed are included on this Schedule as Edstrom Industries, LLC may have common law rights in the trademarks to the extent Edstrom Industries, LLC may intend to enforce such rights.

¹¹ All trademarks listed as registered to Edstrom Industries, Inc. were in the name of Edstrom Industries, Inc. (n/k/a Edstrom, Inc.), and the ownership record at the USPTO has been updated to Edstrom, Inc. prior to assignment to Edstrom Industries, LLC pursuant to the Bill of Sale and Assignment.

¹² This trademark is no longer in use and is superseded by Pulse|CMC. Edstrom Industries, Inc. is currently going through abandonment proceedings to allow the assignment of Pulse|CMC from Solvera, LLC to Edstrom Industries, LLC.

¹³ All trademark applications in the name of Solvera, LLC have been assigned to Edstrom Industries, LLC pursuant to the Bill of Sale and Assignment.

Application Serial #	Trademark	Applicant	Patent Attorney Reference #	Filing Date	NOTES
86/099,327	Solvera	Solvera, LLC	1038.048	10/23/2013	Passed initial and opposition phases. Waiting for trademark assignment. 8/28/15: Requested 6 month extension due to Solvera inactivity.
86/159,220	Pulse CMC	Solvera, LLC	1038.049	1/7/2014	Pending now that Pulse (outside Vivarium) has been abandoned. 8/28/15: Initiated Trademark assignment to Edstrom Inc.