

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BROWN LLC		03/14/2016	Limited Liability Company: MINNESOTA
LYLE INDUSTRIES LLC		03/14/2016	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	EVERBANK COMMERCIAL FINANCE, INC.		
Street Address:	10 WATERVIEW BLVD.		
City:	PARSIPPANY		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3675697	BROWN	
Registration Number:	4081691	EPCO	
Registration Number:	4742795	LYLE	
Registration Number:	4591819	VERSAFORM	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	DECHERT LLP		
Address Line 1:	1095 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	391948-145834		
NAME OF SUBMITTER:	Noah Shier		
SIGNATURE:	/Noah Shier/		
DATE SIGNED:	03/14/2016		

CH \$115.00 3675697

Total Attachments: 12

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TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT

THIS TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of March 14, 2016 by **BROWN LLC**, a Minnesota limited liability company ("Newco") and **LYLE INDUSTRIES LLC**, a Minnesota limited liability company ("Lyle", and together with Newco and each Person joined hereto from time to time, collectively, the "Grantors" and each a "Grantor"), in favor of **EVERBANK COMMERCIAL FINANCE, INC.**, a Delaware corporation ("EverBank"), in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent").

WHEREAS, Grantors have entered into that certain Revolving Credit, First Lien Term Loan and Security Agreement dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") with the Persons party thereto from time to time as Credit Parties, with the Persons party thereto from time to time as lenders (the "Lenders"), Collateral Agent and EverBank, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent" and together with Collateral Agent, the "Agents" and each an "Agent"), pursuant to which Agent and Lenders have agreed to make loans and other extensions of credit to Borrower; and

WHEREAS, Grantors have granted to Collateral Agent, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, patents and copyrights, together with the goodwill of the business symbolized by Grantors' trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement.

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, Grantors agree with Collateral Agent as follows:

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

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

- (i) (a) all federally registered trademarks, trademark applications (except any intent-to-use trademark applications for which no statement of use has been filed), federally registered patents and patent applications now owned

and hereafter developed or acquired by such Grantor, including without limitation those listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with all reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; (b) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements, dilutions and other violations thereof, (c) the right to sue for past, present and future infringements, dilutions and other violations thereof (including, injury to goodwill), (d) all other rights corresponding thereto throughout the world, and (e) all products and proceeds thereof; and

(ii) (a) all of such Grantor's now-owned or existing and hereafter acquired or arising, right, title and interest in and to any and all copyrights and copyrightable works (whether statutory or common law, whether established or registered in the United States or any country or any political subdivision thereof), copyright registrations and renewals ("Registrations"), and applications for copyright registrations and renewals ("Applications"), together with the Registrations, the "Copyrights"), including without limitation the Copyrights set forth on Schedule II attached hereto, (b) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements and other violations thereof, (c) the right to sue for past, present and future infringements and other violations thereof, (d) all other rights corresponding thereto throughout the world, and (e) all products and proceeds thereof.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks, Patents and Copyrights without the prior written consent of Collateral Agent. Each Grantor shall notify the Collateral Agent in writing pursuant to the notice provisions of the Loan Agreement and no later than five (5) Business Days after acquiring any rights in, to and/or under any and all Trademarks, Patents, and Copyrights that are not listed on the Schedules hereto, and such written notice shall include such details concerning such Trademarks, Patents and Copyrights as Collateral Agent may reasonably request in order to perfect and continue the perfection of Collateral Agent's security interest hereunder, and each Grantor hereby authorizes the Collateral Agent to update the Schedules to this Agreement at any time and from time to time to incorporate such information. Each Grantor shall notify the Collateral Agent in writing pursuant to the notice provisions of the Loan Agreement and no later than five (5) Business Days after becoming aware of any claim by any Person that such Grantor's use of any Trademark, Patent and/or Copyright infringes upon and/or violates the intellectual property rights of such Person.

4. Representations and Warranties. Each Grantor hereby represents and warrants to Collateral Agent as follows: (A) the Trademarks and Patents listed on Schedule 1

attached hereto constitute all federally registered trademarks, trademark applications, federally registered patents and patent applications owned or registered to such Grantor as of the date of this Agreement and the Copyrights listed on Schedule 2 are all Registrations and Applications owned by such Grantor as of the date hereof; and (B) other than the Lien granted to Collateral Agent hereunder or as otherwise permitted in accordance with the terms of the Loan Agreement and the Other Documents, such Grantor has not granted any Liens on any of its Trademarks, Patents and/or Copyrights to any other Person.

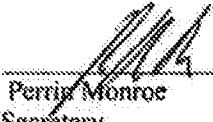
5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of laws rules.

[Signatures to appear on following pages]

IN WITNESS WHEREOF, each Grantor has duly executed and delivered this Agreement as of the date first written above.

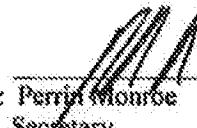
BROWN LLC

By: 
Name: Perrin Monroe
Title: Secretary

Signature Page to Trademark, Patent and Copyright Security Agreement

IN WITNESS WHEREOF, each Grantor has duly executed and delivered this Agreement as of the date first written above.

LYLE INDUSTRIES LLC

By: 
Name: Perrin Mounce
Title: Secretary

Signature Page to Trademark, Patent and Copyright Security Agreement

TRADEMARK
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Agreed and Accepted
As of the Date First Written Above

**EVERBANK COMMERCIAL FINANCE,
INC.,**
as Collateral Agent

By: 

Name: John Dale

Title: Managing Director

Signature Page to Trademark, Patent and Copyright Security Agreement

TRADEMARK
REEL: 005750 FRAME: 0959

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
Brown LLC	US	3,675,697	09/01/2009	12/02/2008	BROWN and design
Brown LLC	US	4,081,691	01/10/2012	02/12/2010	EPCO
Lyle Industries LLC	US	4,742,795	05/26/2015	09/15/2014	LYLE
Brown LLC	US	4,591,819	08/26/2014	10/30/2013	VERSAFORM (stylized)

PATENT REGISTRATIONS

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Patent/Application No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
Brown LLC	US	5,814,185	09/29/1998	Chun, Victor L. Keeley, Stephen E. Kundinger, James H.	Twin Sheet Thermoformer
Brown LLC	US	5,980,231	11/09/1999	Arends, Albert T. Chun, Victor L. Karklin, Roland	Thermoforming Machine with Linear Recirculation of Sheet Holding Frames
Brown LLC	US	6,135,754	10/24/2000	Lamson, Wayne W.	Adjustable Feed Roller Mechanism for Lip Rolling Machine
Brown LLC	US	6,164,949	12/26/2000	Lamson, Wayne W.	Adjustable Curling Screw Mechanism for a Lip Rolling Machine
Brown LLC	US	6,093,010	07/25/2000	Lamson, Wayne W.	Lip Rolling Machine with Improved Oven

					Mounting and Adjustable Guide Rods
Brown LLC	US	6,648,043	11/18/2003	Kundiner, James H. Chun, Victor L. Nehring, Fredrick A.	Thermoformer for Forming and Heat Bonding a Thermoplastic Sheet to a Substrate
Brown LLC	US	7,089,985	08/15/2006	Kundiner, James H. Chun, Victor L. Nehring, Fredrick A.	Thermoformer for Forming and Heat Bonding a Thermoplastic Sheet to a Substrate
Brown LLC	US	6,648,624	11/18/2003	Foor, Martin J. Libera, Terry J. Wells, William E.	Thermoforming Machine Tolling Assembly with Plug Assist Tooling
Brown LLC	US	6,969,246	11/29/2005	Kundinger, James Keeley, Stephen	Forming Station and Process for Twin Sheet Thermoforming
Brown LLC	US	6,688,873	02/10/2004	Lamson, Wayne W.	Plug Assist Quick Change Mounting for Thermoforming
Brown LLC	US	6,055,904	05/02/2000	Chun, Victor L. Arends, Albert W.	hut Height Adjustment and Crank Support Arrangements and Methods for a Thermoforming Press
Brown LLC	US	7,033,536	04/25/2006	Martin, James	Method for Thermoforming
Brown LLC	US	7,303,386	12/04/2007	Kundinger, James Keeley, Stephen	Method and Apparatus for Squaring and Flattening Sheets
Brown LLC	US	7,399,175	07/15/2008	Arends, Albert W.	Thermoformer Plug Assist Drive Assembly
Brown LLC	US	7,628,950	12/08/2009	Hansen, Ty A. Witer, Michael P.	Method and Tooling for Slitting a Thermoformed Container and Container Formed Thereby

Brown LLC	US	5,964,134	10/12/1999	Arends, Albert W.	Trim Apparatus and Method for Trimming an Article From a Thermoplastic Sheet
Brown LLC	US	8,356,990	01/22/2013	Keeley, Brian Arends, Albert Martin, James Robbins, James	Toggle Drive System for Driving in a Thermoforming Press
Brown LLC	US	8,075,816	12/13/2011	Kundinger, James Keeley, Stephen	Form Station Platen Drive for a Thermoforming Machine and a Method of Leveling Platens
Brown LLC	US	9,079,718	07/14/2015	Chun, Victor Martin, James Keeley, Steve Redburn, Keith Eichbauer, Phil	Rail System for Thermoformer with Dual Motor Chain Drive

PENDING PATENT APPLICATIONS

<u>Name of Credit Party</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
Brown LLC	US	62/103,112	01/14/15	Harvey, Doug Daley, Kevin Martin, James Robbins, James	Drop away connecting arm with rapid stroke adjust and new style counter balance

SCHEDULE 2
COPYRIGHTS

None.

POWER OF ATTORNEY

[**BROWN LLC**][**LYLE INDUSTRIES LLC**], a Minnesota limited liability company (“Grantor”), hereby authorizes **EVERBANK COMMERCIAL FINANCE, INC.**, a Delaware corporation (“EverBank”), its successors and assigns, and any officer or agent thereof (collectively, “Collateral Agent”), as collateral agent for the Secured Parties under that certain Revolving Credit, First Lien Term Loan and Security Agreement dated as of March 14, 2016 among Collateral Agent, EverBank, as administrative agent for the Lenders, the Persons which are now or which hereafter become a party thereto as lenders (the “Lenders”), Grantor and the other Credit Parties from time to time party thereto (as the same may hereafter be amended, modified, restated or replaced from time to time, the “Loan Agreement”), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Collateral Agent to enforce and effectuate its rights under that certain Trademark, Patent and Copyright Security Agreement between Grantor and Collateral Agent dated as of March 14, 2016 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Trademark, Patent and Copyright Security Agreement”), including, without limitation, the power to record its interest in any Trademarks, Patents and Copyrights (as defined in the Trademark, Patent and Copyright Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office, additional copyright registrations or applications in the United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark, Patent and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents or Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a Trademark, Patent or Copyright, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents or Copyrights to anyone else, in each case subject to the terms of the Trademark, Patent and Copyright Security Agreement. Nothing herein contained shall obligate Collateral Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratify all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark, Patent and Copyright Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney granted herein is coupled with an interest and shall be irrevocable for the life of the Trademark, Patent and Copyright Security Agreement.

IN WITNESS WHEREOF, the Grantor has executed and delivered this Power of Attorney as of the date first written above.

**[BROWN LLC][LYLE INDUSTRIES
LLC]**

By: _____
Name: _____
Title: _____

**(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT)**

22073815.6.BUSINESS

RECORDED: 03/14/2016

**TRADEMARK
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