# CH \$140.00 086

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM393987

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

#### **CONVEYING PARTY DATA**

| Name                         | Formerly | Execution Date | Entity Type                             |
|------------------------------|----------|----------------|---|
| Pioneer Metal Finishing, LLC |          | 07/15/2016     | Limited Liability Company:<br>WISCONSIN |

#### **RECEIVING PARTY DATA**

| Name:           | BMO HARRIS BANK N.A.                        |  |
|-----------------|---|--|
| Street Address: | 770 NORTH WATER STREET                      |  |
| City:           | MILWAUKEE                                   |  |
| State/Country:  | WISCONSIN                                   |  |
| Postal Code:    | 53202                                       |  |
| Entity Type:    | NATIONAL BANKING ASSOCIATION: UNITED STATES |  |

#### **PROPERTY NUMBERS Total: 5**

| Property Type        | Number  | Word Mark               |  |
|----------------------|---------|-------------------------|--|
| Registration Number: | 0860732 | NITUFF                  |  |
| Registration Number: | 1652638 | NICOTEF                 |  |
| Registration Number: | 2044241 | SILITEF                 |  |
| Registration Number: | 3765919 | PIONEER METAL FINISHING |  |
| Registration Number: | 4706233 | PIONEER                 |  |

## CORRESPONDENCE DATA

**Fax Number:** 4142713552

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.

Email: tm-dept@quarles.com
Correspondent Name: Hillary J. Wucherer

Address Line 1:Quarles & Brady LLP - ATTN IP DocketAddress Line 2:411 E. Wisconsin Ave., Suite 2350Address Line 4:Milwaukee, WISCONSIN 53202-4426

| NAME OF SUBMITTER: Hillary J. Wucherer |                       |
|--|-----------------------|
| SIGNATURE:                             | /Hillary J. Wucherer/ |
| DATE SIGNED:                           | 08/05/2016            |

**Total Attachments: 4** 

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## **Confirmatory Assignment of Security Interest in United States Trademarks**

This Confirmatory Assignment of Security Interest in United States Trademarks (this "Confirmatory Assignment") is made effective as of July 15, 2016, by and from PIONEER METAL FINISHING, LLC, a Wisconsin limited liability company ("Assignor"), whose principal address is 480 Pilgrim Way, Suite 1400, Green Bay, Wisconsin 54304, to and in favor of BMO HARRIS BANK N.A., a national banking association ("Assignee"), as administrative agent for the Secured Parties (as defined in the Security Agreement described below), whose address is 310 West Walnut Street, Green Bay, Wisconsin 54306.

WHEREAS, Assignor and Assignee have entered into a General Security Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee a security interest in all of Assignor's personal property and assets for the benefit of the Secured Parties;

WHEREAS, Assignor has adopted, used, and is using the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee for the benefit of the Secured Parties 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. <u>Definitions</u>. 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 Assignment is made to secure the satisfactory performance and payment of all the Secured Obligations, pursuant to the Security Agreement. Upon the payment in full of all Secured Obligations (other than expense reimbursement and indemnification obligations for which no claims have been made) and the expiration or termination of all agreements of the Secured Parties to extend credit to or for the account of the Borrowers, Assignee shall execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Trademarks confirmed under this Confirmatory Assignment.
- (b) Assignor hereby assigns and grants to Assignee for the benefit of the Secured Parties a security interest in (1) all of Assignor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by Assignor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the businesses with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

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- (c) The rights and remedies of Assignee 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 Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.
- 3. <u>GOVERNING LAW</u>. THIS CONFIRMATORY ASSIGNMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS CONFIRMATORY ASSIGNMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF WISCONSIN.

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

PIONEER METAL FINISHING, LLC

Name: Stephen K. King

Title: Chief Financial Officer

# Exhibit A

# U.S. Trademark Registrations

| <u>Mark</u>             | Reg. Date         | Reg. No.  |
|-------------------------|-------------------|-----------|
| NITUFF                  | November 19, 1968 | 860,732   |
| NICOTEF                 | July 30, 1991     | 1,652,638 |
| SILITEF                 | March 11, 1997    | 2,044,241 |
| PIONEER METAL FINISHING | March 30, 2010    | 3,765,919 |
| PIONEER                 | March 24, 2015    | 4,706,233 |

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**RECORDED: 08/05/2016** 

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