

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395359

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GPL ACQUISITION COMPANY, LLC		07/29/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP		
<b>Street Address:</b>	222 SOUTH NINTH STREET		
<b>Internal Address:</b>	SUITE 2880		
<b>City:</b>	MINNEAPOLIS		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77337251	WHERE IT STOPS IT LOCKS	
<b>Serial Number:</b>	77977788	CABLE FAST	
<b>Serial Number:</b>	77977781	CABLEFAST	
<b>Serial Number:</b>	77337249	GRIP LOCK SYSTEMS	
<b>Serial Number:</b>	77977741	GRIP LOCK SYSTEMS	
<b>Serial Number:</b>	78169018	GRIPLOCK	
<b>Serial Number:</b>	78244976	THE ART OF SUSPENSION	
<b>Serial Number:</b>	86770328	RINCON	
<b>Serial Number:</b>	86770793	SOLIMAR	
<b>Serial Number:</b>	86904812	GRIPLOCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6129778650		
<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>			
<b>Phone:</b>	6129778400		
<b>Email:</b>	ip@briggs.com		
<b>Correspondent Name:</b>	Briggs and Morgan, P.A.		
<b>Address Line 1:</b>	80 South Eighth Street		

CH \$265.00 77337251

**Address Line 2:** 2200 IDS Center  
**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>ATTORNEY DOCKET NUMBER:</b>	41969.18
<b>NAME OF SUBMITTER:</b>	Audrey J. Babcock
<b>SIGNATURE:</b>	/Audrey J. Babcock/
<b>DATE SIGNED:</b>	08/17/2016

**Total Attachments: 17**

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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF JULY 29, 2016 BY SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP IN FAVOR OF BYLINE BANK, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) dated as of July 29, 2016, is made by **GPL ACQUISITION COMPANY, LLC**, a Delaware limited liability company (“**Borrower**”), in favor of **SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP**, a Delaware limited partnership, as the Purchaser (in such capacity, together with its successors and assigns, the “**Purchaser**”).

### **WITNESSETH:**

**WHEREAS**, Borrower, GPL Holdings, LLC, a Delaware limited liability company (“**Parent**”) and Purchaser are parties to a certain Note Purchase Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), which provides for the purchase by the Purchaser of a Senior Subordinated Note (the “**Note**”) issued by the Borrower.

**WHEREAS**, to secure Borrower’s obligations under the Note Purchase Agreement, Borrower is required to grant to Purchaser a security interest in substantially all of Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, goodwill and licenses, and all proceeds thereof.

**WHEREAS**, it is a condition precedent to the effectiveness of the Note Purchase Agreement and the purchase of the Note that Borrower execute and deliver this Agreement to Purchaser.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Defined Terms from Note Purchase Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Note Purchase Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due of all of the indebtedness, liabilities and obligations owing by Borrower to Purchaser, including, without limitation, all of the Obligations (collectively, the “**Obligations**”), Borrower hereby grants a first priority perfected security interest and lien to Purchaser having priority over all other security interests and liens, with power of sale, upon the occurrence of an Event of Default, in and to any and all of Borrower’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the “**Intellectual Property**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals,

extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a “**Patent**” and, collectively, as the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a “**Trademark**” and, collectively, as the “**Trademarks**”); provided, however, that the Trademarks shall not include any intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under applicable law and, after such period, such interest in such trademark or service mark application shall be subject to a security interest in favor of the Purchaser and shall be included in the Trademarks; and

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Borrower and any other party, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Borrower’s rights thereunder are referred to collectively as the “**Licenses**”); and

(iv) the goodwill of Borrower’s business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described

in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the “**Copyrights**”); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Borrower, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the “**Trade Secrets**”).

3. Representations and Warranties. Borrower hereby represents and warrants to Purchaser, which representations and warranties shall survive the execution and delivery of this Agreement, that as of the date hereof:

(i) To the best of Borrower’s knowledge, none of the Intellectual Property has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such Intellectual Property is presently subsisting;

(ii) Each of the Intellectual Property material to the Borrower’s business is valid and enforceable, and the Borrower has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(iii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by Borrower not to sue third persons, except for any applicable Permitted Encumbrances;

(iv) Borrower has adopted, used and is currently using all of the Trademarks, and to the best of Borrower’s knowledge, Borrower’s use thereof does not infringe the intellectual property rights of any person or entity;

(v) Borrower has no notice or knowledge of any suits or actions commenced or threatened with reference to or in connection with any of the Intellectual Property;

(vi) Borrower has the unqualified right to execute and deliver this Agreement and perform its terms, this Agreement has been executed and delivered by a duly authorized officer of the Borrower, and this Agreement is a legally valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor’s rights and remedies generally;

(vii) No trademark opposition or cancellation proceedings have ever been filed with the United States Patent and Trademark Office against any of the Trademarks;

(viii) The Licenses listed on Exhibit C, complete copies of which have been provided to Purchaser, are valid and binding agreements, enforceable in accordance with their terms (subject,

as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect). To the Borrower's best knowledge, each of the Licenses listed on Exhibit C is in full force and effect and has not been amended or abrogated and there is no default under any of such listed Licenses; and

(ix) To the best knowledge of Borrower, none of the Intellectual Property infringes upon the rights or property of any other person or entity or is currently being challenged in any way, and there are no pending or, to the knowledge of the Borrower, threatened claims, litigation, proceedings or other investigations regarding any of the Intellectual Property.

4. Restrictions on Future Agreements. Borrower agrees that until all Obligations shall have been satisfied and paid in full and the Note Purchase Agreement shall have been terminated, Borrower shall not, without the prior written consent of the Purchaser, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property (except for such action in the ordinary course of the Borrower's business), and Borrower further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Purchaser under this Agreement.

5. New Intellectual Property. Borrower hereby represents and warrants to Purchaser that the Intellectual Property listed on Exhibits A, B, C and D, respectively, constitute all of the Intellectual Property registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office/Library of Congress now owned by Borrower. If, before all Obligations shall have been satisfied in full or before the Note Agreement has been terminated, Borrower shall (i) become aware of any such existing Intellectual Property of which Borrower has not previously informed the Purchaser, (ii) obtain rights to any new patentable inventions or other Intellectual Property, or (iii) become entitled to the benefit of any such Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Borrower shall give to the Purchaser prompt written notice thereof. Borrower hereby authorizes the Purchaser to modify this Agreement by amending Exhibits A, B, C and D, as applicable, to include any such Intellectual Property, and to file or refile this Agreement with the U.S. Patent and Trademark Office (or any successor thereto) and the U.S. Copyright Office or Library of Congress (or any successor thereto). Upon the Purchaser's reasonable request, Borrower agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve the Purchaser's security interest in Borrower's Patents, Trademarks and Copyrights to be registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office/Library of Congress that are added to Exhibits A, B, C and D pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property collaterally assigned hereunder, and (ii) the indefeasible payment in full of all Obligations and the termination of the Note Purchase Agreement. Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by the Purchaser of all Intellectual Property shall be worldwide and as extensive as the rights of Borrower to use such Intellectual

Property, and without any liability for royalties or other related charges from the Purchaser to Borrower. Upon the occurrence and during the continuance of any Event of Default, and provided that the Purchaser has acquired such Intellectual Property through the exercise of the Purchaser's remedies in accordance with the UCC (to the extent applicable) and any other applicable law, Borrower hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, any successor thereto or such equivalent agency in foreign countries), to issue any and all Patents to the Purchaser as assignee of Borrower's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, any successor thereto or such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to the Purchaser as assignee of Borrower's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, any successor thereto or such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to the Purchaser as assignee of Borrower's entire interest therein and in the goodwill of Borrower's business connected therewith and symbolized thereby.

7. Effect on Note Purchase Agreement. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Purchaser under the Note Purchase Agreement but rather is intended to facilitate the exercise of such rights and remedies. The Purchaser shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Note Purchase Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Minnesota.

8. Purchaser's Right to Inspect; Trademark Quality Control. The Purchaser shall have the right, at any time and from time to time during normal business hours and prior to payment in full of all Obligations and termination of the Note Purchase Agreement, to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. Borrower agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide the Purchaser, upon the Purchaser's reasonable request from time to time, with a certificate of an officer of Borrower certifying, on behalf of Borrower, Borrower's compliance with the foregoing. Upon the occurrence and during the continuance of an Event of Default, Borrower agrees that the Purchaser, or a conservator appointed by the Purchaser, shall have the right to establish such additional product quality controls as the Purchaser, or said conservator, in its sole but reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks. The foregoing notwithstanding, unless and until an Event of Default shall have occurred and the Purchaser has acquired such Intellectual Property through the exercise of the Purchaser's remedies in accordance with the UCC (if applicable) or other applicable law, the Purchaser agrees to hold confidential and not disclose or use any non-public information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Agreement, the release of the security interest herein and such reassignment of the Intellectual Property, as applicable, unless such termination is due to an Event of Default.

9. Release of Agreement. Upon the payment and performance in full of the Obligations this Agreement shall terminate, and the Purchaser shall execute and deliver any document or instrument (in recordable form, as applicable) reasonably requested by Borrower, at Borrower's sole cost and expense, as shall be necessary to evidence or confirm termination of the security interest granted by Borrower to the Purchaser hereunder. At such time, Borrower shall be entitled to file or record such instruments and documents as may be necessary or advisable to evidence or confirm the termination of the Purchaser's security interest provided hereby.

10. Expenses. All costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by the Purchaser 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 (other than Permitted Encumbrances) or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by Borrower on demand by the Purchaser and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Interest rate.

11. Duties of Borrower. Borrower shall have the duty to the extent commercially reasonable and in Borrower's good faith business judgment: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been paid in full and the Note Purchase Agreement has been terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Borrower in its Trademarks), and (iv) to ensure that the Intellectual Property is and remains enforceable. Any and all costs and expenses incurred in connection with Borrower's obligations under this Section 11 shall be borne by Borrower. Borrower shall not knowingly and unreasonably abandon any right to file any patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, in each case to be registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office/Library of Congress, or any successor thereto, without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld or delayed.

12. Purchaser's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Purchaser shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property to be registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office/Library of Congress, or any successor thereto, and, if the Purchaser shall commence any such suit, Borrower shall, at the request of the Purchaser, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by the Purchaser in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify the Purchaser (and each Related Party of



the Purchaser, if and as applicable) for all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Purchaser (or any Related Party of the Purchaser, if and as applicable) in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between Borrower and the Purchaser, nor any failure to exercise, nor any delay in exercising, on the part of the Purchaser, any right, power or privilege hereunder or under the Note Purchase Agreement 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.

14. Severability. The provisions of this 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 Agreement in any jurisdiction.

15. Modification. This 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.

16. Cumulative Remedies; Power of Attorney. All of the Purchaser's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Note Purchase Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes the Purchaser upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of the Purchaser as the Purchaser may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Purchaser in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as the Purchaser deems to be in the best interest of the Purchaser, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations shall have been paid in full and the Note Purchase Agreement has been terminated.

17. Indemnification. Borrower hereby agrees to and shall defend, indemnify, save, and hold the Purchaser and each Related Party of the Purchaser harmless from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any person or entity arising out of or relating to this Agreement or the transactions contemplated hereby, and (b) all costs, expenses, charges, penalties, damages, and losses (including, without limitation, reasonable attorneys' fees and out-of-pocket costs and expenses) in any way suffered, incurred, or paid by the Purchaser as a result of or in any way arising out of, following, or consequential to this Agreement or the transactions contemplated hereby, except for any demands, claims, liabilities and losses suffered or incurred by the Purchaser because of its willful misconduct or

gross negligence. The indemnification obligations of Borrower provided hereby shall survive the termination of this Agreement and the Note Purchase Agreement.

18. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its respective successors and permitted assigns, and shall inure to the benefit of the Purchaser, its successors, nominees and assigns; provided, however, Borrower shall not assign this Agreement or any of Borrower's obligations hereunder without the prior written consent of the Purchaser.

19. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Minnesota, without regard to choice of law or conflict of law principles that would require the application of any other laws.

20. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding as a signed original for all purposes.

21. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Purchaser shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Borrower acknowledges that a copy of this Agreement will be filed by the Purchaser with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Borrower.

22. Survival of Representations. All representations and warranties of Borrower contained in this Agreement shall survive the execution and delivery of this Agreement.

23. Senior Subordination Agreement. Notwithstanding anything to the contrary contained herein, this Agreement and the rights, benefits and obligations evidenced hereby are subordinate in the manner and to the extent set forth in the Senior Subordination Agreement and Purchaser, by Purchaser's acceptance hereof, agrees to be bound by the terms and provisions of the Senior Subordination Agreement.

24. Foreign Patents, Copyrights and Trademarks. Upon the request of the Purchaser at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Borrower, Borrower shall take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by the Purchaser to collaterally assign any and all of Borrower's material foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of the Purchaser. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications, without any action required by any person or entity.

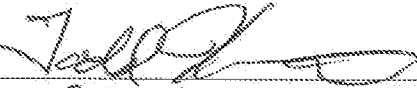
25. **Venue: Jury Trial Waiver.** (a) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY (I) SUBMITS, FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF MINNESOTA IN HENNEPIN COUNTY, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE DISTRICT OF MINNESOTA AND APPELLATE COURTS FROM ANY THEREOF; (II) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME; AND (III) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO BORROWER AT ITS ADDRESS SET FORTH IN THE NOTE PURCHASE AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH PURCHASER SHALL HAVE BEEN NOTIFIED PURSUANT THERETO. BORROWER AGREES THAT SUCH SERVICE, TO THE FULLEST EXTENT PERMITTED BY LAW (A) SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON BORROWER IN ANY SUIT, ACTION OR PROCEEDING, AND (B) SHALL BE TAKEN AND HELD TO BE VALID PERSONAL SERVICE UPON AND PERSONAL DELIVERY TO BORROWER. NOTHING HEREIN SHALL AFFECT PURCHASER'S RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR LIMIT PURCHASER'S RIGHT TO BRING PROCEEDINGS AGAINST BORROWER OR ANY OTHER NOTE PARTY OR ITS RESPECTIVE PROPERTY IN ANY COURT OR ANY OTHER JURISDICTION.

(a) EACH PARTY HERETO IRREVOCABLY AND KNOWINGLY WAIVES (TO THE FULLEST EXTENT PERMITTED BY LAW) ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING, WITHOUT LIMITATION, ANY COUNTERCLAIM) ARISING OUT OF THIS AGREEMENT OR TRANSACTIONS RELATED HERETO, INCLUDING, WITHOUT LIMITATION, ANY ACTION OR PROCEEDING (A) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH, OR (B) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT. EACH PARTY HERETO AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT A JURY.

[Signature Pages Follow]

IN WITNESS WHEREOF, Borrower has duly executed this Intellectual Property Security Agreement in favor of the Purchaser, as of the date first written above.

GPL ACQUISITION COMPANY, LLC,  
a Delaware limited liability company, as  
Borrower

By:   
Name: *Todd Heringway*  
Title: *President and CEO*

Agreed and Accepted

SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP,  
a Delaware limited partnership, as Purchaser

By: SCMP MANAGEMENT I, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: Mark R. McDonald  
Title: Senior Managing Director

*[Signature Page to Intellectual Property Security Agreement]*

TRADEMARK  
REEL: 005857 FRAME: 0119

IN WITNESS WHEREOF, Borrower has duly executed this Intellectual Property Security Agreement in favor of the Purchaser, as of the date first written above.


GPL ACQUISITION COMPANY, LLC,  
a Delaware limited liability company, as  
Borrower

By: \_\_\_\_\_  
Name: Todd Hemingway  
Title: President and Chief Executive Officer

Agreed and Accepted

SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP,  
a Delaware limited partnership, as Purchaser

By: SCMP MANAGEMENT I, LLC  
Its: General Partner

By:   
Name: Mark R. McDonald  
Title: Senior Managing Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 005857 FRAME: 0120

EXHIBIT A

PATENTS

<b>Title</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Status</b>	<b>Country</b>
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	8,403,519	12/626283	Issued	United States
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly		PCT/US10/54343	Closed	World Intellectual Property Organization
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly		2,794,038	Published	Canada
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	102741942	201080062127.6	Issued	China
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	2504845	10833746.0	Issued	European Patent Office
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	2504845	10833746.0	Issued	Germany
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	2504845	10833746.0	Issued	France
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	2504845	10833746.0	Issued	Italy
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	2504845	10833746.0	Issued	Netherlands
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	2504845	10833746.0	Issued	Spain
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	2504845	10833746.0	Issued	United Kingdom
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly		13103913.3	Pending	Hong Kong
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly		5513/DELNP/2012	Published	India
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	1474344	99139233	Issued	Taiwan, Province of China
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	8,807,780	13/850160	Issued	United States

Suspension System for an Electrical Apparatus		62/260107	Pending	United States
Dual-Conductor Suspension System for an Electrical Apparatus		14/995038	Pending	United States
Dual-Conductor Suspension System for an Electrical Apparatus		PCT/US16/13297	Pending	World Intellectual Property Organization

EXHIBIT B  
TRADEMARKS

**A. TRADEMARKS**

Title	Application Number	Filing Date	Status	Country
WHERE IT STOPS IT LOCKS	77337251	11/26/2007	Issued	United States
CABLE FAST and Design	77977788	11/26/2007	Closed	United States
CABLE FAST	77977781	11/26/2007	Closed	United States
GRIP LOCK SYSTEMS (Design)	77337249	11/26/2007	Issued	United States
GRIP LOCK SYSTEMS (Design)	77977741	11/26/2007	Issued	United States
GRIPLOCK SYSTEMS (Design)	15252011	8/29/2014	Published	China
GRIPLOCK	78169018	9/29/2002	Issued	United States
GRIPLOCK	7585302	1/28/2012	Issued	China
GRIPLOCK	7585292	1/28/2012	Issued	China
GRIPLOCK (Word)	15252012	8/29/2014	Pending	China
THE ART OF SUSPENSION	78244976	5/2/2003	Issued	United States
RINCON	86770328	9/28/2015	Published	United States
RINCON	1774602	3/29/2016	Pending	Canada
RINCON	15282701	3/29/2016	Published	European Union Trademark and Designs Office
RINCON	105016963	3/28/2016	Pending	Taiwan, Province of China
SOLIMAR	86770793	9/28/2015	Allowed	United States
SOLIMAR	1774599	3/29/2016	Pending	Canada
SOLIMAR	15282651	3/29/2016	Published	European Union Trademark and Designs Office
SOLIMAR	105016964	3/28/2016	Pending	Taiwan, Province of China
GRIPLOCK	86904812	2/11/2016	Pending	United States
GRIPLOCK	1774594	3/29/2016	Pending	Canada
GRIPLOCK	15282734	3/29/2016	Pending	European Union Trademark and Designs Office
GRIPLOCK	105016965	3/28/2016	Pending	Taiwan, Province of China



**2. Pending Registrations**

Listed above.

**3. Other Trademarks**

None.

EXHIBIT C  
LICENSE AGREEMENTS

None.

EXHIBIT D  
COPYRIGHTS

**Registered Copyrights:**

None.