

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INOF ASSET ACQUISITION, LLC		07/19/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP		
Street Address:	222 SOUTH NINTH STREET		
Internal Address:	SUITE 2880		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2890876	INNO-FLEX CORPORATION	
Registration Number:	3169083	INNO-FLEX	
Registration Number:	2924540	CONTROL INTERFACE SOLUTION	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	6129778400		
Email:	ip@briggs.com		
Correspondent Name:	Briggs and Morgan, P.A.		
Address Line 1:	80 South Eighth Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Audrey J. Babcock		
SIGNATURE:	/Audrey J. Babcock/		
DATE SIGNED:	08/17/2016		
Total Attachments: 4			
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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF JULY 19, 2016 IN FAVOR OF MIDCOUNTRY BANK, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, INOF ASSET ACQUISITION, LLC, a Delaware limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, set forth on Schedule A attached hereto; and

WHEREAS, SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP, a Delaware limited partnership (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of that certain Note Purchase and Security Agreement, dated as of July 19, 2016, between the Grantor and the Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Note Purchase Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Note Purchase Agreement) of the Grantor and shall be effective as of the date of the Note Purchase Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Note Purchase Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Note Purchase Agreement, the provisions of the Note Purchase Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Note Purchase Agreement.

GRANTOR:

INOF ASSET ACQUISITION, LLC,
a Delaware limited liability company

By: 

Name: Loren A. Unterseher

Title: President, Chief Financial Officer and Secretary

GRANTEE:

SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP

By: SCMP MANAGEMENT I, LLC,

Its: General Partner

By: _____

Name: Mark R. McDonald

Title: Senior Managing Director

[Signature Page to Grant of Security Interest in Trademarks]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Note Purchase Agreement.

GRANTOR:

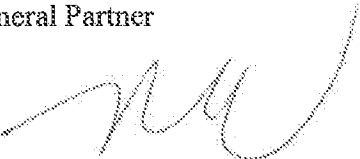
INOF ASSET ACQUISITION, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

GRANTEE:

SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP

By: SCMP MANAGEMENT I, LLC,
Its: General Partner

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

[Signature Page to Grant of Security Interest in Trademarks]

Schedule A – Trademarks

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration Number</u>	<u>Jurisdiction</u>
Inno-Flex Corporation	76506272	2890876	United States
Inno-Flex	76506656	3169083	United States
Control Interface Solution	78238051	2924540	United States