

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401237

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Industrial Manufacturing Company		09/29/2016	Limited Liability Company: DELAWARE
Cleveland Gear Company, Inc.		09/29/2016	Corporation: DELAWARE
Arrowhead Products Corporation		09/29/2016	Corporation: DELAWARE
Penco Products, Inc.		09/29/2016	Corporation: DELAWARE
Sportsfan LLC		09/29/2016	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Keybank National Association
<b>Street Address:</b>	127 Public Square
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2921980	CG
<b>Registration Number:</b>	1249588	CG
<b>Registration Number:</b>	2927206	CG COLUMBIA GEAR CORPORATION
<b>Registration Number:</b>	0855937	CLEVELAND
<b>Registration Number:</b>	0538737	CLEVELAND
<b>Registration Number:</b>	0780133	HELLAN
<b>Registration Number:</b>	1244987	PENCO
<b>Registration Number:</b>	1250921	PENCO
<b>Registration Number:</b>	3879800	IMC
<b>Registration Number:</b>	4647714	BIJUR DELIMON
<b>Registration Number:</b>	4537816	LUBESITE
<b>Registration Number:</b>	3550973	SINGLINE
<b>Registration Number:</b>	3466186	BIJUR DELIMON

OP \$440.00 2921980

Property Type	Number	Word Mark
Registration Number:	3465736	BIJUR DELIMON
Registration Number:	3956930	ARROWHEAD
Registration Number:	3816119	
Registration Number:	1332865	DACO

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 2164798386  
**Email:** rebecca.gallagher@squirepb.com  
**Correspondent Name:** Steven Auvil  
**Address Line 1:** 4900 Key Tower  
**Address Line 4:** Cleveland, OHIO 44114

<b>NAME OF SUBMITTER:</b>	Steven M. Auvil
<b>SIGNATURE:</b>	/s/ Steven M. Auvil
<b>DATE SIGNED:</b>	10/07/2016

**Total Attachments: 15**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of this 29th day of September, 2016, by and among each of INDUSTRIAL MANUFACTURING COMPANY, a Delaware limited liability company (the "Borrower"), CLEVELAND GEAR COMPANY, INC., ARROWHEAD PRODUCTS CORPORATION, PENCO PRODUCTS, INC. AND SPORTSFAN LLC; each, as the case may be, a Delaware corporation or a Delaware limited liability company, and each of the other Persons that becomes a Grantor hereunder from time to time (each of the other foregoing, a "Grantor" and, collectively, the "Grantors") and KEYBANK NATIONAL ASSOCIATION, a national banking association, in its capacity as Administrative Agent under and pursuant to the Credit Agreement, hereinafter defined (the "Secured Party"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement (defined below).

### Recitals:

A. The Borrower, the Lenders party thereto, the Guarantors party thereto, the Letter of Credit Issuers party thereto, the Secured Party and certain other parties are the parties to that certain Third Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, modified, extended or supplemented from time to time, the "Credit Agreement").

B. It is a condition precedent to the effectiveness of the Credit Agreement that the Grantors execute and deliver this Agreement.

C. This Agreement is made for the benefit of the Secured Party, in its capacity as Administrative Agent for the benefit of the Lenders, of the Letter of Credit Issuers and of the other holders of obligations under Specified Hedge Agreements and for Bank Product Debt (collectively, the "Secured Creditors", with each being a "Secured Creditor").

### Agreements:

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Secured Party hereby agree as follows:

1. SECURITY INTEREST IN PATENTS, TRADEMARKS, COPYRIGHTS, ETC. Each Grantor hereby grants to the Secured Party, for the benefit of the Secured Creditors and as security for the Secured Obligations (defined below), a security interest in and continuing Lien on, with (only upon the occurrence and during the continuance of an Event of Default) power of sale to the extent permitted by applicable law, all of each Grantor's right, title and interest in all

U.S. and foreign patents, trademarks, copyrights, trade names, assumed names, service marks, patent applications, trademark applications, trade name applications, service mark applications, copyright applications, design rights and trade secrets and the inventions and improvements described and claimed in the patents and patent applications (together with the items described in Clauses (a) through (d), below, the “Proprietary Collateral”), whether now owned or existing and filed or hereafter acquired or arising and filed, including, without limitation, the Proprietary Collateral listed on Exhibit A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and 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. In addition, without limitation of the foregoing, with respect to any applications by any Grantor for a trademark based on an intent to use the same, if and so long as such application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “Intent-To-Use Applications”), so long as the applicable Grantor’s Intent-To-Use Application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted, the Proprietary Collateral shall include only a security interest for collateral purposes in such Intent-To Use Application and not a sale, transfer, conveyance or other assignment thereof.

2. OBLIGATIONS AND LIABILITIES SECURED. The security interests of the Secured Party under this Agreement secure the following (collectively, the “Secured Obligations”):

(i) the full and prompt (A) payment of all principal amounts, when and as the same shall become due under the Credit Agreement, (B) payment of the interest payable under the Credit Agreement when and as the same shall become due (including interest accruing after the commencement of any case or proceeding under any Debtor Relief Law whether or not a claim for such interest is allowable in such case or proceeding), and (C) the payment of all fees and other sums payable under the Credit Agreement when and as the same shall become due;

(ii) the full and prompt payment of all other amounts, when and as the same shall become due, from time to time owing to any Secured Creditor under or in connection with this Agreement, the Security Agreement, the Guaranty Agreement, the Pledge Agreements or any other Loan Document;

(iii) the payment of all reasonable out-of-pocket costs and expenses (including, but not limited to, reasonable attorneys’ fees incurred by the Secured Party or any other Secured Creditor in the collection of any or all amounts due and payable under the Credit Agreement and in the enforcement of its rights under the Credit Agreement, the Notes, the Guaranty Agreements, the Pledge Agreements or any other Loan Document);

(iv) the payment of all sums expended or advanced by the Secured Party pursuant to the terms of any Loan Document; and

(v) the payment and performance of all other Obligations, including, without limitation, Bank Product Debt and obligations under Specified Hedge Agreements, in each case subject to the provisions set forth in the definition of “Obligations” in the Credit Agreement.

Notwithstanding anything to the contrary in the foregoing, the Secured Obligations shall not include Excluded Swap Obligations.

3. NEW PATENTS, TRADEMARKS, COPYRIGHTS, ETC. If, prior to the termination of this Agreement, any Grantor shall (a) obtain rights to any new patentable inventions, or (b) become entitled to the benefit of any patent, trademark, copyright, trade name, service mark, patent application, trademark application, service mark application, license or any reissue, division, continuation, renewal, extension or continuation in part of any of the same or any improvement on any of the same, the provisions of Paragraph 2, above, shall automatically apply thereto and such patents, trademarks, trade names, service marks, patent applications, trademark applications, service mark applications, licenses, etc. shall automatically become Proprietary Collateral hereunder and shall be subject to the security interests described herein. Each Grantor shall give to the Secured Party written notice of the events described in clauses (a) and (b) at the time the next Compliance Certificate is delivered pursuant to the terms of the Credit Agreement. Each Grantor hereby authorizes the Secured Party to modify this Agreement by amending Exhibit A to include any future patents, trademarks, copyrights, trade names, service marks, patent applications, trademark applications, service mark applications and such Grantor agrees to execute any agreements, documents or instruments reasonably requested by the Secured Party to effectuate such amendment.

4. ROYALTIES; TERM. Each Grantor hereby agrees that the use by the Secured Party of the Proprietary Collateral as authorized hereunder shall be co-extensive with such Grantor’s rights thereunder and in respect thereof and without any liability for royalties or other related charges from the Secured Party to such Grantor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration or termination of each item of Proprietary Collateral, or (b) the date on which all Collateral has been released pursuant to the terms of the Credit Agreement and other Loan Documents.

5. TERMINATION OF SECURITY INTEREST. This Agreement is made for collateral security purposes only. Upon release of all of the Collateral pursuant to the provisions of the Credit Agreement, this Agreement shall terminate, and the Secured Party shall promptly execute and deliver to each Grantor, at such Grantor’s expense, all termination statements and other instruments as may be necessary or proper to terminate the Secured Party’s security interest in the Proprietary Collateral subject to any disposition thereof which may have been made by the Secured Party pursuant to this Agreement, the Credit Agreement or any of the other Loan Documents.

6. DUTIES OF THE GRANTORS. Each Grantor shall have the duty (a) to prosecute any patent application, trademark application and service mark applications that are part of the patents, trademarks or service marks pending as of the date hereof and thereafter until the termination of this Agreement to the extent Grantor believes such action is necessary in its reasonable business judgment; (b) to make application on unpatented but patentable inventions, as such Grantor deems appropriate; (c) to take reasonable steps to preserve and maintain all of such Grantor's rights in any material Proprietary Collateral, including, without limitation, as appropriate, the use in interstate commerce, the timely payment of fees and the making of filings; and (d) not to divest itself of any right under any Proprietary Collateral, in each case unless such Proprietary Collateral is (i) obsolete, (ii) no longer used in the operation of the business, or (iii) replaced. Any expense incurred in connection with the foregoing shall be borne by the Grantors. No Grantor shall abandon any material pending patent application, trademark application, service mark application or patent, trademark, copyright, trade name or service mark encumbered hereby and material to the operation or value of the business of such Grantor without the prior written consent of the Secured Party.

7. INFRINGEMENT. Each Grantor represents and warrants to the Secured Party that such Grantor owns and possesses, and will own or possess continuously throughout the term of this Agreement, the valid right to use the Proprietary Collateral, without any known conflict with the rights of others, and no litigation or proceeding is pending, or, to the knowledge of such Grantor, threatened against the Grantor, which might, if successful, adversely affect such Grantor's interest in the Proprietary Collateral in any material respect.

8. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that it is the true and lawful owner or licensee of the Proprietary Collateral listed in the Exhibits attached hereto and that, to each Grantor's knowledge, said listed Proprietary Collateral constitutes all the patents and patent applications, trademarks, copyrights, service marks and other Proprietary Collateral registered in the United States Patent and Trademark Office or United States Copyright Office, as applicable, that such Grantor now owns or uses in connection with its business.

9. WAIVERS. No course of dealing between any Grantor and the Secured Party, and no failure to exercise or delay in exercising on the part of the Secured Party any right, power or privilege hereunder, under the Credit Agreement or any of the other Loan Documents, shall operate as a waiver of any of the Secured Party's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder, under the Credit Agreement or under any other Loan Document shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

10. SECURED PARTY'S EXERCISE OF RIGHTS AND REMEDIES UPON AN EVENT OF DEFAULT.

(a) Upon the occurrence and during the continuance of an Event of Default, the Secured Party may (to the extent permitted by law) exercise any and all rights and remedies provided in this Agreement, the Credit Agreement and the other Loan Documents, at law and in equity. In connection therewith following the occurrence and during the continuance of an Event of

Default, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the patents, trademarks, copyrights or service marks secured hereby and, if the Secured Party shall commence any such suit, the Grantors shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents reasonably required by the Secured Party in aid of such enforcement. The Grantors shall, upon demand, promptly reimburse the Secured Party for all reasonable out-of-pocket costs and other reasonable expenses including, without limitation, reasonable attorneys' fees and expenses, incurred by the Secured Party in the exercise of its rights under this paragraph.

(b) Without limiting the generality of subparagraph (a), above, if an Event of Default shall occur and be continuing, the Secured Party may by written notice to the Grantors take any or all of the following actions: (i) declare the entire right, title and interest of the Grantors in each of the patents, copyrights, trademarks and other Proprietary Collateral vested, in which event such right, title and interest shall immediately vest in the Secured Party, in which case each Grantor agrees to execute an assignment in form and substance reasonably satisfactory to the Secured Party of all its right, title, and interest to such Proprietary Collateral to the Secured Party; (ii) take and practice, use or sell the Proprietary Collateral; and (iii) direct the Grantors to refrain, in which event each Grantor shall refrain, from using or practicing the Proprietary Collateral directly or indirectly, and each Grantor shall execute such other and further documents as the Secured Party may reasonably request further to confirm this and to transfer ownership of the Proprietary Collateral to the Secured Party.

11. 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.

12. MODIFICATION. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto pursuant to Section 9.02 of the Credit Agreement.

13. CUMULATIVE REMEDIES; POWER OF ATTORNEY. All of the Secured Party's rights and remedies in respect of the Proprietary Collateral whether established hereby, by the Credit Agreement, by any of the Loan Documents or by law, shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of an Event of Default, each Grantor hereby constitutes and appoints the Secured Party its true and lawful attorney-in-fact, with full power of substitution, with power to (a) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Proprietary Collateral, (b) take any other actions in respect of the Proprietary Collateral as the Secured Party deems in the best interest of the Secured Party, (c) grant or issue any exclusive or non-exclusive license under the Proprietary Collateral to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Proprietary Collateral to anyone. Each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the "Collateral" (as such term is defined and used in the Credit

Agreement) shall have been released pursuant to the terms of the Credit Agreement. Each Grantor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Credit Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given to it by the terms of this Agreement, all rights and remedies allowed by law and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Proprietary Collateral may be located or deemed located.

14. APPLICATION OF PROCEEDS. All Collateral and proceeds of Collateral obtained and realized by the Secured Party from the exercise of remedies hereunder or under any other documents relating to this Agreement shall, unless otherwise required by the terms of the other Loan Documents or by applicable law, be applied in accordance with Article 7 of the Credit Agreement.

15. AGENT. The Secured Party will hold in accordance with this Agreement all items of the Proprietary Collateral at any time received under this Agreement. The acceptance by the Secured Party of this Agreement, with all the rights, powers, privileges and authority so created, shall not at any time or in any event obligate the Secured Party to appear in or defend any action or proceeding relating to the Proprietary Collateral to which it is not a party, or to take any action hereunder or thereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Proprietary Collateral. By accepting the benefits of this Agreement, each Secured Creditor acknowledges and agrees that the rights and obligations of the Secured Party shall be as set forth in Article 8 of the Credit Agreement. Notwithstanding anything to the contrary contained in Article 8 of the Credit Agreement, this Section 15, and the duties and obligations of the Secured Party set forth herein, may not be amended or modified without the consent of the Administrative Agent.

16. ENFORCEMENT ON BEHALF OF SECURED CREDITORS. The Secured Creditors agree by their acceptance of the benefits hereof that this Agreement may be enforced on their behalf only by the action of the Secured Party, acting upon the instructions of the Required Lenders and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Secured Party, for the benefit of the Secured Creditors, upon the terms of this Agreement.

17. EFFECTIVENESS OF SECURITY DOCUMENTS. Some or all of the Grantors may execute and deliver to the Secured Party additional Security Documents governed by the laws of Ohio or of other jurisdictions, including foreign jurisdictions; and some or all of such other Security Documents may also grant rights and interests in property that is part of the Proprietary Collateral hereunder. All such rights and interests granted to the Secured Party in such other Security Documents are intended to be, and shall be, cumulative with the rights and interests granted to the Secured Party, for the benefit of the Secured Creditors, in this Agreement; and this Agreement shall not be construed to impugn the effectiveness of, or the security interests or other Liens granted by, any of such other Security Documents; nor shall any



of such other Security Documents be construed to impugn the effectiveness of, or the security interests or other Liens granted by, this Agreement.

18. BINDING EFFECT; BENEFITS. This Agreement shall be binding upon the Grantors and their respective successors and assigns, and shall inure to the benefit of the Secured Party and its nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a Subsidiary, a receiver, trustee or debtor-in-possession of or for such Grantor.

19. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the law of the State of Ohio (without reference to the conflicts of law principles thereof).

20. NOTICES. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 9.01 of the Credit Agreement.

21. SECURED PARTY'S DUTY. The Secured Party shall have no duty in respect of the Proprietary Collateral. Without limiting the generality of the foregoing, the Secured Party shall be under no obligation to take any steps necessary to preserve rights in the Proprietary Collateral against any other parties, but (upon the occurrence and during the continuance of an Event of Default) may do so at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Grantors and added to the Secured Obligations secured hereby.

22. SECTION HEADINGS. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.


23. JURY TRIAL WAIVER. EACH GRANTOR AND THE SECURED PARTY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE GRANTORS AND THE SECURED PARTY, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE, GUARANTY OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, WITH THE CREDIT AGREEMENT OR WITH THE TRANSACTIONS RELATED THERETO.

[No further provisions are on this page; the next page is the signature page.]

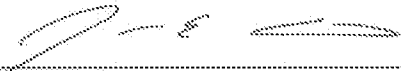
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTORS:

INDUSTRIAL MANUFACTURING COMPANY LLC

By:   
Name: John Cvetic  
Title: Treasurer

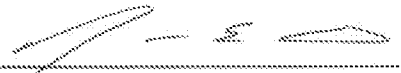
CLEVELAND GEAR COMPANY, INC.

By:   
Name: John Cvetic  
Title: Treasurer

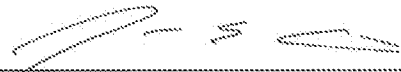
ARROWHEAD PRODUCTS CORPORATION

By:   
Name: John Cvetic  
Title: Treasurer

PENCO PRODUCTS, INC.

By:   
Name: John Cvetic  
Title: Treasurer

SPORTSFAN LLC

By:   
Name: John Cvetic  
Title: Treasurer

SECURED PARTY:

KEYBANK NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Suzannah O. Valvidia  
Title: Senior Vice President




EXHIBIT A




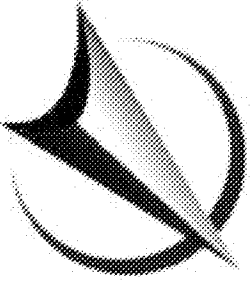
SCHEDULE OF PROPRIETARY COLLATERAL

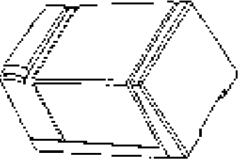
**Schedule of Trademarks**

Attached to and Forming a Part of Exhibit A to the  
Intellectual Property Security Agreement  
by and among KeyBank National Association, as Secured Party, and  
Industrial Manufacturing Company LLC, Arrowhead Products Corporation, Cleveland Gear Company, Penco Products, Inc., and  
Sportsfan LLC,  
as Grantors

US Trademarks

<i>Mark</i>	<i>STATUS</i>	<i>DATE FILED</i>	<i>APPLICATION NUMBER</i>	<i>REGISTRATION NUMBER</i>	<i>REGISTRATION DATE</i>	<i>Grantor</i>
	Registered	25-Nov-02	76470905	2921980	1-Feb-05	Industrial Manufacturing Company LLC
	Registered	29-Jan-82	73347894	1249588	30-Aug-83	Industrial Manufacturing Company LLC
 <b>Columbia Gear</b> <i>Corporation</i>	Registered	25-Nov-02	76470906	2927206	22-Feb-05	Industrial Manufacturing Company LLC
CLEVELAND	Registered	13-Mar-67	72266517	0855937	3-Sep-68	Industrial Manufacturing Company LLC
CLEVELAND	Registered	28-Feb-50	71593162	0538737	27-Feb-51	Industrial Manufacturing Company LLC

HELLAN	Registered	17-Feb-64	72186825	0780133	17-Nov-64	Industrial Manufacturing Company LLC
PENCO	Registered	14-Sep-81	73328013	1244987	12-Jul-83	Industrial Manufacturing Company LLC
	Registered	14-Sep-81	73327847	1250921	13-Sep-83	Industrial Manufacturing Company LLC
	Registered	13-Apr-10	85012476	3879800	23-Nov-10	Industrial Manufacturing Company LLC
BIJUR DELIMON	Registered	8-Oct-13	86085951	4647714	2-Dec-14	Industrial Manufacturing Company LLC
LUBESITE	Registered	27-Nov-13	86131232	4537816	27-May-14	Industrial Manufacturing Company LLC
SINGLINE	Registered	5-Jun-07	77198238	3550973	23-Dec-08	Industrial Manufacturing Company LLC
	Registered	28-Aug-07	77266367	3466186	15-Jul-08	Industrial Manufacturing Company LLC
BIJUR DELIMON	Registered	4-Jun-07	77196716	3465736	15-Jul-08	Industrial Manufacturing Company LLC
ARROWHEAD	Registered	2-Apr-10	85005129	3956930	10-May-11	Arrowhead Products Corporation
	Registered	15-Apr-08	77448813	3816119	13-Jul-10	Arrowhead Products Corporation
DACO	Registered	20-Jun-83	73430961	1332865	30-Apr-85	Cleveland Gear Company, Inc.

<b>BackSaver Garment Lift</b>		Pending	8-Sep-16	87164429			Penco Products, Inc.
RIVETRITE		Pending	12-Apr-16	86973101			Penco Products, Inc.
<b>RapidResponse</b>		Pending	29-Mar-16	86956605			Penco Products, Inc.
BACKSAVER		Pending	29-Mar-16	86956661			Penco Products, Inc.
RAPIDRESPONSE		Pending	29-Mar-16	869566406			Penco Products, Inc.
BACKSAVER GARMENT LIFT		Pending	29-Mar-16	86956348			Penco Products, Inc.
SMARTLOCKER		Registered	11-Mar-14	86217913	4737629	19-May-15	Penco Products, Inc.
PATRIOT		Registered	5-Nov-08	77607649	3634875	9-Jun-09	Penco Products, Inc.
STADIUM		Registered	16-Apr-98	75468694	2322372	22-Feb-00	Penco Products, Inc.
		Registered	9-Dec-94	74609000	1972477	7-May-96	Penco Products, Inc.
							
ERECTOMATIC		Registered	28-Apr-95	74667499	1972773	7-May-96	Penco Products, Inc.
CLIPPER		Registered	27-Jan-93	74352895	1807039	30-Nov-93	Penco Products, Inc.
HI-PERFORMANCE		Registered	27-Jan-93	74352894	1812175	21-Dec-93	Penco Products, Inc.
SWISS-AIR		Registered	4-May-73	72456490	982422	23-Apr-74	Penco Products, Inc.
<b>CHANGE-O-MATIC</b>		Registered	3-Apr-56	72005711	650904	27-Aug-57	Penco Products, Inc.
1 SPORTSFAN LOCKERS		Pending	21-Apr-16	87009610			Sportsfan LLC
SPORTSFAN		Pending	21-Apr-16	87009589			Sportsfan LLC

**Foreign Trademarks**

FILE NUMBER	COUNTRY	TITLE	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE	GRANTOR
I1084/30017	CA	HELLAN	Registered	290378	Jun 28, 1995	TMAA 146329	Jul 29, 1996	Industrial Manufacturing Company LLC

**Schedule of Patents**

Attached to and Forming a Part of Exhibit A to the  
Intellectual Property Security Agreement  
by and among KeyBank National Association, as Secured Party, and  
Industrial Manufacturing Company LLC, Arrowhead Products Corporation, Cleveland Gear Company, Penco Products, Inc., and  
Sportsfan LLC,  
as Grantors

**US Patents** (see following page)

TITLE	STATUS	DATE FILED	US Patents		GRANT DATE	EXPIRY DATE	OWNER
			APPLICATION NUMBER	PATENT NUMBER			
SCRAPER ADJUSTMENT MECHANISM AND METHOD	Issued	31-Jan-12	13362792	8372281	12-Feb-13	1/31/2032	Industrial Manufacturing Company LLC
BEADED TUBE QUICK DISCONNECT DEVICE	Issued	10-Feb-06	11351751	7510216	31-Mar-09	10/31/2026	Arrowhead Products Corporation
LIGHTWEIGHT POLYMER MUFFLER APPARATUS AND METHOD OF MAKING SAME	Issued	5-Oct-05	11243914	7546899	16-Jun-09	10/27/2026	Arrowhead Products Corporation
LEAK DETECTION APPARATUS FOR AIRCRAFT BLEED AIR SYSTEMS	Issued	12-May-11	13068550	8708554	29-Apr-14	3/4/2032	Arrowhead Products Corporation
FLEXIBLE MUFFLER FOR USE IN AIRCRAFT ENVIRONMENTAL CONTROL SYSTEMS AND METHODS OF MANUFACTURE	Issued	15-Apr-11	13066503	8393436	12-Mar-13	4/15/2031	Arrowhead Products Corporation
THERMAL PROTECTION SYSTEMS FOR AIR AND SPACE VEHICLES HAVING HIDDEN FASTENER ATTACHMENTS	Issued	9-Jun-10	12802601	8056862	15-Nov-11	6/9/2030	Arrowhead Products Corporation
LATCHING SYSTEM FOR STORAGE UNIT	Issued	7-Oct-11	13268199	8998276	7-Apr-15	10/16/2033	Penco Products, Inc.
MOUNTING SYSTEM FOR A BANK OF STORAGE UNITS AND THE COMBINATION OF A BANK OF STORAGE UNITS CONNECTED TO THE MOUNTING SYSTEM	Issued	29-Aug-11	13220145	8967745	30-Mar-15	7/5/2032	Penco Products, Inc.
ELECTRONICALLY-CONTROLLED LOCKER SYSTEM	Issued	21-Jan-05	11040338	7323967	29-Jan-08	11/28/2025	Penco Products, Inc.
ELECTRONICALLY-CONTROLLED LOCKER SYSTEM	Issued	14-Feb-02	10075694	6879243	12-Apr-05	11/21/2022	Penco Products, Inc.
STORAGE SYSTEM EMPLOYING REMOVABLE, AUTOMATICALLY ADJUSTABLE PLATFORM AND REMOVABLE, AUTOMATICALLY ADJUSTABLE PLATFORM EMPLOYABLE WITH SAID STORAGE SYSTEM	Pending	4-Dec-15	14959844				Penco Products, Inc.
STORAGE UNIT AND ANCHORING SYSTEM THEREFOR	Pending	9-Dec-15	14963931				Penco Products, Inc.



**Schedule of Copyrights**

Attached to and Forming a Part of Exhibit A to the  
 Intellectual Property Security Agreement  
 by and among KeyBank National Association, as Secured Party, and  
 Industrial Manufacturing Company LLC, Arrowhead Products Corporation, Cleveland Gear Company, Penco Products, Inc., and  
 Sportsfan LLC,  
 as Grantors

**US Copyrights**

<b><u>TITLE</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>	<b><u>GRANTOR</u></b>
Farval programmable controller software.	TX0001529789	18-Mar-85	Cleveland Gear Company
GEAR RIM DRAWING.	VAu001000754	16-Sep-09	Cleveland Gear Company
GEAR RIM DRAWING.	VAu001000762	16-Sep-09	Cleveland Gear Company
GEAR RIM DRAWING.	VAu001000770	16-Sep-09	Cleveland Gear Company
Montgomery Elevator Company transmission escalator assembly : no. 236D-25.	VAu00404702	28-Jul-97	Cleveland Gear Company
Montgomery Elevator Company transmission escalator : no. 236C-2.	VAu000356121	18-Feb-97	Cleveland Gear Company
Montgomery Elevator Company transmission escalator outline drawing : drawing no. 236D-02.	VAu000405298	28-Jul-97	Cleveland Gear Company
Montgomery Elevator Company transmission escalator sectional assembly : drawing no. 236C-2.	VAu000405296	28-Jul-97	Cleveland Gear Company
Montgomery Elevator Company transmission escalator sectional assembly : drawing no. 236C-25.	VAu000405297	28-Jul-97	Cleveland Gear Company
WORM DRAWING.	VAu001000767	16-Sep-09	Cleveland Gear Company
WORM GEAR DRAWING.	VAu001000764	16-Sep-09	Cleveland Gear Company
WORM SHAFT DRAWING.	VAu001000753	16-Sep-09	Cleveland Gear Company