

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEDOES MANUFACTURING LLC		10/05/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GRAYCLIFF MEZZANINE II LP IN ITS CAPACITY AS COLLATERAL AGENT		
Street Address:	500 FIFTH AVENUE		
Internal Address:	47TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1484027	CYCLONE	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-492-6854		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Cathleen F. Dahl - Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	M255255 - 493426-19		
NAME OF SUBMITTER:	Cathleen F. Dahl		
SIGNATURE:	/Cathleen F. Dahl/		
DATE SIGNED:	10/21/2016		
Total Attachments: 4			
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TO BE RECORDED WITH THE U.S.
PATENT AND TRADEMARK OFFICE

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is made as of October 5, 2016, by **DEDOES MANUFACTURING LLC.**, a Delaware limited liability company), in favor of **GRAYCLIFF MEZZANINE II LP**, a Delaware limited partnership, as the administrative agent and collateral agent for the Lenders (the “*Agent*”) under that certain Term Loan Agreement, dated as of the date hereof, among Grantor and Dedoes Real Estate LLC, a Michigan limited liability company (“*Dedoes RE*”), as Borrowers, Dedoes Holdings LLC, a Delaware limited liability company (“*Parent*”), the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Term Loan Agreement*”).

WHEREAS, pursuant to the Term Loan Agreement, the Lenders have agreed to extend term loans to the Borrowers.

WHEREAS, the Grantor has executed and delivered to Agent that certain Security Agreement of even date herewith, among Grantor, Dedoes RE, Parent, Dedoes Exports Co., a Michigan corporation, and Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, the Grantor has agreed to enter into this Agreement in furtherance of the rights granted to the Lender under the Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. **Defined Terms**. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Term Loan Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Term Loan Agreement shall have the meaning given to such term in the UCC.

SECTION 2. **Security Interest**. As security for the Obligations, Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing second (or, following the Subordination Termination Date, first) priority security interest in and to and a lien on all of Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “*Collateral*”). Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. **Incorporation by Reference**. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 4. **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Agreement as of the date set forth above.

DEDOES MANUFACTURING LLC



Name: John C. Lorentzen

Title: Chairman

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 005905 FRAME: 0682

Accepted:

GRAYCLIFF MEZZANINE II LP, as Agent

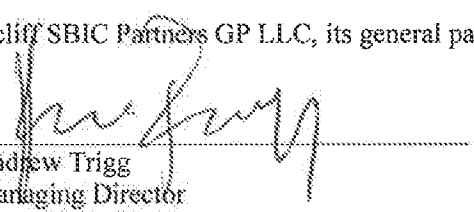
By: Graycliff SBIC Investors GP LP, its general partner

By: Graycliff SBIC Partners GP LLC, its general partner

By:

Name: Andrew Trigg

Title: Managing Director

A handwritten signature in black ink, appearing to read 'Andrew Trigg', is written over a horizontal dotted line. The signature is cursive and somewhat stylized.

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 005905 FRAME: 0683

EXHIBIT A

I. Trademark and Service Mark Registrations and Applications:

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
Dedoes Manufacturing LLC	United States	CYCLONE	1484027	04/12/1988

II. Trade Names

None.

III. Common Law Trademarks

None.

IV. Trademarks Not Currently in Use

None.

V. Trademark Licenses

None.