

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408058

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED CREDIT AND SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BEPEX INTERNATIONAL, LLC		11/18/2016	Limited Liability Company: MINNESOTA
BEPEX HOLDINGS, LLC		11/18/2016	Limited Liability Company: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	MAC N9314-080		
<b>Internal Address:</b>	730 SECOND AVENUE NORTH, 8TH FLOOR		
<b>City:</b>	MINNEAPOLIS		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85182685	BEPEX	
<b>Serial Number:</b>	73173947	BEPEX	
<b>Serial Number:</b>	72048053	EXTRACTOR	
<b>Serial Number:</b>	75640428	EXTRUD-O-MIX	
<b>Serial Number:</b>	86908057	FLEXTURB	
<b>Serial Number:</b>	86908066	FLEXTURBULIZER	
<b>Serial Number:</b>	72326657	KG	
<b>Serial Number:</b>	72326885	KOMAREK-GREAVES	
<b>Registration Number:</b>	0664058	PULVOCRON	
<b>Serial Number:</b>	72450245	RIETZ	
<b>Serial Number:</b>	72202640	SOLIDAIRE	
<b>Serial Number:</b>	72204853	STRONG SCOTT	
<b>Serial Number:</b>	72044567	STRONG SCOTT TURBULIZER	
<b>Serial Number:</b>	71488615	THERMASCREW	
<b>Serial Number:</b>	73717761	TORUSDISC	
<b>Serial Number:</b>	77584304	TURBULIZER	

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TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 6126077100*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:** 612-607-7595**Email:** kwilliams@foxrothschild.com**Correspondent Name:** BARBARA A. WRIGLEY**Address Line 1:** FOX ROTHSCHILD LLP**Address Line 2:** 222 SOUTH NINTH STREET, SUITE 2000**Address Line 4:** MINNEAPOLIS, MINNESOTA 55402**NAME OF SUBMITTER:** Barbara A. Wrigley**SIGNATURE:** /BARBARA A. WRIGLEY/**DATE SIGNED:** 12/07/2016**Total Attachments: 21**

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**AMENDED AND RESTATED CREDIT AND SECURITY AGREEMENT**

**BY AND AMONG**

**BEPEX INTERNATIONAL, LLC, BEPEX HOLDINGS, LLC**

**AND**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

**November 18, 2016**

**AMENDED AND RESTATED CREDIT AND SECURITY AGREEMENT**

Dated as of November 18, 2016

THIS AMENDED AND RESTATED CREDIT AND SECURITY AGREEMENT is by and among BEPEX INTERNATIONAL, LLC, a Minnesota limited liability company, and BEPEX HOLDINGS, LLC, a Minnesota limited liability company (each a “Borrower” and collectively the “Borrower”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, acting through its Wells Fargo Business Credit operating division (the “Lender”).

**RECITALS**

WHEREAS, the Lender and the Borrower entered into that certain Credit and Security Agreement dated as of November 19, 2004, as amended from time to time thereafter including most recently pursuant to the Seventeenth Amendment to Credit and Security Agreement and Sixteenth Amendment to Credit and Security Agreement for the Export-Import Credit Facility dated as of March 1, 2016 (as so amended, the “Original Credit Agreement”).







WHEREAS, the Lender and the Borrower wish to amend and restate the Original Credit Agreement in its entirety pursuant to the terms herein.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

**ARTICLE I**

**DEFINITIONS**

Section 1.1 Definitions. For all purposes of this Agreement, except as otherwise expressly provided, the following terms shall have the meanings assigned to them in this Section or in the Section referenced after such term:

“” means   
  
  
  
.

“” means   
.

(a) Any Person or “group” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a Person will be deemed to have “beneficial ownership” of all securities that such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than twenty-five percent of the voting power of all classes of Owners of the Borrower.

(b) During any consecutive two-year period, individuals who at the beginning of such period constituted the board of Directors of the Borrower (together with any new Directors whose election to such board of Directors, or whose nomination for election by the Owners of the Borrower, was approved by a vote of two thirds of the Directors then still in office who were either Directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the board of Directors of the Borrower then in office.

(c) Greg Kimball shall cease to actively manage the Borrower’s day-to-day business activities and a replacement manager reasonably acceptable to the Lender has not been appointed at the time he ceases to actively manage the Borrower’s day-to-day business activities.

“Collateral” means all of the Borrower’s and each Subsidiary’s Accounts, chattel paper and electronic chattel paper, deposit accounts, documents, Equipment, General Intangibles, goods, instruments, Inventory, Investment Property, letter-of-credit rights, letters of credit, all sums on deposit in any Collateral Account, and any items in any Lockbox; together with (i) all substitutions and replacements for and products of any of the foregoing; (ii) in the case of all goods, all accessions; (iii) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any goods; (iv) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods; (v) all collateral subject to the Lien of any Security Document; (vi) any money, or other assets of the Borrower and any Subsidiary that now or hereafter come into the possession, custody, or control of the Lender; (vii) all sums on deposit in the Special Account; (viii) proceeds of any and all of the foregoing; (ix) books and records of the Borrower and any Subsidiary, including all mail or electronic mail addressed to Borrower and any Subsidiary; and (x) all of the foregoing, whether now owned or existing or hereafter acquired or arising or in which the Borrower and any Subsidiary now has or hereafter acquires any rights.

“Collateral Account” means the “Lender Account” as defined in the Wholesale Lockbox and Collection Account Agreement.

“Commercial Letter of Credit Agreement” means an agreement governing the issuance of documentary letters of credit by Wells Fargo Bank entered into between the Borrower and Lender as co-applicants and Wells Fargo Bank as issuer.

“Commitment” means the Lender’s commitment to make Advances to, and to cause Wells Fargo Bank to issue Letters of Credit for the account of, the Borrower pursuant to Article II.

“ [REDACTED] ” means [REDACTED]  
[REDACTED]  
[REDACTED].

“ [REDACTED] ” means [REDACTED]  
[REDACTED].

“ [REDACTED] ” means [REDACTED]  
[REDACTED].

“ [REDACTED] ” means [REDACTED].

“ [REDACTED] ” means [REDACTED].

“ [REDACTED] ” means [REDACTED].

“ [REDACTED] ” means [REDACTED].

“ [REDACTED] ” means [REDACTED]  
[REDACTED]  
[REDACTED].”

“ [REDACTED] ” means [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].

“Funding Date” has the meaning set forth in Section 2.1.

“GAAP” means generally accepted accounting principles, applied on a basis consistent with the accounting practices applied in the financial statements described in Section 5.6.

“General Intangibles” means all of the Borrower’s general intangibles, as such term is defined in the UCC, whether now owned or hereafter acquired, including all present and future Intellectual Property Rights, customer or supplier lists and contracts, manuals, operating instructions, permits, franchises, the right to use the Borrower’s name, and the goodwill of the Borrower’s business.

“ [REDACTED] ” means [REDACTED]  
[REDACTED]

[REDACTED]

“[REDACTED]” means [REDACTED].

“Hazardous Substances” means pollutants, contaminants, hazardous substances, hazardous wastes, petroleum and fractions thereof, and all other chemicals, wastes, substances and materials listed in, regulated by or identified in any Environmental Law.

“[REDACTED]” means [REDACTED].

“[REDACTED]” has the meaning [REDACTED]

“[REDACTED]” means [REDACTED]

[REDACTED]

“[REDACTED]” means [REDACTED]

[REDACTED]

“Infringement” or “Infringing” when used with respect to Intellectual Property Rights means any infringement or other violation of Intellectual Property Rights.

“Intellectual Property Rights” means all actual or prospective rights arising in connection with any intellectual property or other proprietary rights, including all rights arising in connection with copyrights, patents, service marks, trade dress, trade secrets, trademarks, trade names or mask works.

“Interest Expense” means for any period of determination, the Borrower’s total gross interest expense during such period (excluding interest income), and shall in any event include (i) interest expensed (whether or not paid) on all Debt, (ii) the amortization of debt discounts, (iii) the amortization of all fees payable in connection with the incurrence of Debt to the extent included in interest expense, and (iv) the portion of any capitalized lease obligation allocable to interest expense.

“Interest Payment Date” has the meaning set forth in Section 2.11(a).

material adverse effect on the validity or enforceability of any Loan Document or of any rights against any Guarantor, or on the status, existence, perfection, priority (subject to Permitted Liens) or enforceability of any Lien securing payment or performance of the Obligations; or

(d) Any claim against the Borrower or threat of litigation which if determined adversely to the Borrower would cause the Borrower to be liable to pay an amount exceeding \$100,000 or would be an event described in clauses (i), (ii) and (iii) above.

“[REDACTED]” means [REDACTED]  
[REDACTED]  
[REDACTED].

“[REDACTED]” means [REDACTED]  
[REDACTED].

“Minimum Interest Charge” has the meaning given in Section 2.9(b).

“[REDACTED]” means [REDACTED]  
[REDACTED]  
[REDACTED].

“[REDACTED]” means [REDACTED]  
[REDACTED].

“Multiemployer Plan” means a multiemployer plan (as defined in Section 4001(a)(3) of ERISA) to which the Borrower or any ERISA Affiliate contributes or is obligated to contribute.

“Net Income” means, for any period of determination, after-tax net income from continuing operations, including extraordinary losses but excluding extraordinary gains, all as determined in accordance with GAAP.

“Non-Tax Dividends/Distributions” means all dividends and distributions including but not limited to dividends and distributions made pursuant to Section 6.7(c) herein made during the period of measurement excluding, however, Tax Dividends.

“Note” means the Revolving Note or the Term Note or the Term Note II as the context requires, and “Notes” means, collectively, the Revolving Note, the Term Note and the Term Note II.

“Obligation of Reimbursement” means the obligation of Borrower to reimburse Wells Fargo Bank or the Lender pursuant to the terms of the Standby Letter of Credit Agreement or the Commercial Letter of Credit Agreement and any applicable L/C Application.

“Obligations” means each Note, the Obligation of Reimbursement and each and every other debt, liability and obligation of every type and description which the Borrower may now or at any time hereafter owe to the Lender, whether such debt, liability or obligation now exists or



is hereafter created or incurred, whether it arises in a transaction involving the Lender alone or in a transaction involving other creditors of the Borrower, and whether it is direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint, several or joint and several, and including but not limited to all indebtedness of the Borrower arising under any Loan Document between the Borrower and the Lender, whether now in effect or hereafter entered into and all Wells Fargo Bank Obligations.

“Officer” means with respect to the Borrower, an officer if the Borrower is a corporation, a manager if the Borrower is a limited liability company, or a partner if the Borrower is a partnership.

“Overadvance” means or refers to any period of time during which outstanding Revolving Advances are in excess of then-existing Borrowing Base Availability.

“Owned Intellectual Property” has the meaning set forth in Section 5.11(a).

“Owner” means with respect to the Borrower, each Person having legal or beneficial title to an ownership interest in the Borrower or a right to acquire such an interest.

“Pass-Through Tax Liabilities” means the amount of state and federal income tax paid or to be paid by the Borrower’s owners on taxable income earned by the Borrower and attributable to the owners as a result of the Borrower’s “pass-through” tax status, assuming the highest marginal income tax rate for federal and state (for the state or states in which any owner is liable for income taxes with respect to such income) income tax purposes, after taking into account any deduction for state income taxes in calculating the federal income tax liability and all other deductions, credits, deferrals and other reductions available to the owners from or through the Borrower.

“Patent and Trademark Security Agreement” means the Patent and Trademark Security Agreement by the Borrower in favor of the Lender dated the same date as this Agreement.

“Pension Plan” means a pension plan (as defined in Section 3(2) of ERISA) maintained for employees of the Borrower or any ERISA Affiliate and covered by Title IV of ERISA.

“Permitted Lien” and “Permitted Liens” have the meanings set forth in Section 6.3(a).

“Person” means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“Plan” means an employee benefit plan (as defined in Section 3(3) of ERISA) maintained for employees of the Borrower or any ERISA Affiliate.

“Premises” means all locations where the Borrower conducts its business or has any rights of possession, including but not limited to the locations legally described in Exhibit D attached hereto.

Revolving advances and each Letter of Credit for ordinary working capital purposes and to support Letters of Credit.

Section 2.17 Liability Records. The Lender may maintain from time to time, at its discretion, records as to the Obligations. All entries made on any such record shall be presumed correct until the Borrower establishes the contrary. Upon the Lender's demand, the Borrower will admit and certify in writing the exact principal balance of the Obligations that the Borrower then asserts to be outstanding. Any billing statement or accounting rendered by the Lender shall be conclusive and fully binding on the Borrower unless the Borrower gives the Lender specific written notice of exception within 30 days after receipt.

### ARTICLE III

#### **SECURITY INTEREST; OCCUPANCY; SETOFF**

Section 3.1 Grant of Security Interest. The Borrower and each Subsidiary (including without limitation Bepex IC-DISC, Inc.) hereby pledge, assign and grant to the Lender, to secure all Obligations, a lien and security interest (collectively referred to as the "Security Interest") in the Collateral, as security for the payment and performance of the Obligations. Upon request by the Lender, the Borrower and each Subsidiary (including without limitation Bepex IC-DISC, Inc.) will grant the Lender, to secure all Obligations, a security interest in all commercial tort claims it may have against any Person and shall execute such documents as Lender may require. The Borrower hereby agrees that any notice, report or other communication that the Borrower may give to the Lender referencing in any manner a commercial tort claim (including but not limited to any notice or report such as a compliance certificate, a borrowing base certificate or a report made pursuant to Section 6.1(l)) herein shall be deemed to be an amendment of this Agreement to include such commercial tort claim in the definition of "Collateral" and shall be deemed to grant the Lender a security interest in such commercial tort claim which shall be effective without the Lender's signature or further documentation. The Lender may amend any UCC financing statement to add a description of any such commercial tort claim; provided, however, that neither Lender's failure to do so nor its failure to require additional documentation shall affect or diminish the effectiveness of the grant of such security interest or the perfection of such security interest in such commercial tort claim. Notwithstanding anything in this Credit Agreement to the contrary, the security interest granted hereby shall not attach to, and the Collateral shall not include (a) any of the assets of Bepex Asia or (b) any of the outstanding stock or other equity interests in Bepex Asia in excess of 65% of the voting power of all classes of stock or other equity interests in Bepex Asia entitled to vote in the election of directors or other similar body of Bepex Asia.

Section 3.2 Notification of Account Debtors and Other Obligors. The Lender may at any time (whether or not a Default Period then exists) notify any account debtor or other person obligated to pay the amount due that such right to payment has been assigned or transferred to the Lender for security and shall be paid directly to the Lender. The Borrower and each Subsidiary (but excluding Bepex Asia) will join in giving such notice if the Lender so requests. At any time after the Borrower and each Subsidiary (but excluding Bepex Asia) or the Lender gives such notice to an account debtor or other obligor, the Lender may, but need not, in the Lender's name or in the Borrower's or any Subsidiary's (but excluding Bepex Asia's) name, (a)

however, that if the Lender does pay or account for any rent or other compensation for the possession, occupancy or use of any of the Premises, the Borrower and each Subsidiary (but excluding Bepex Asia) shall reimburse the Lender promptly for the full amount thereof. In addition, the Borrower and each Subsidiary (but excluding Bepex Asia) will pay, or reimburse the Lender for, all taxes, fees, duties, imposts, charges and expenses at any time incurred by or imposed upon the Lender by reason of the execution, delivery, existence, recordation, performance or enforcement of this Agreement or the provisions of this Section 3.4.

Section 3.5 License. Without limiting the generality of any other Security Document, the Borrower and each Subsidiary (but excluding Bepex Asia) hereby grants to the Lender a non-exclusive, worldwide and royalty-free license (to the extent that the Borrower and each Subsidiary (but excluding Bepex Asia) is able to grant such a license) to use or otherwise exploit all Intellectual Property Rights of the Borrower and each Subsidiary (but excluding Bepex Asia) for the purpose of: (a) completing the manufacture of any in-process materials during any Default Period so that such materials become saleable Inventory, all in accordance with the same quality standards previously adopted by the Borrower and each Subsidiary (but excluding Bepex Asia) for its own manufacturing and subject to the Borrower's or any Subsidiary's (but excluding Bepex Asia's) reasonable exercise of quality control; and (b) selling, leasing or otherwise disposing of any or all Collateral during any Default Period.

Section 3.6 Financing Statement. The Borrower and each Subsidiary (but excluding Bepex Asia) authorizes the Lender to file from time to time, such financing statements against collateral described as "all personal property" or "all assets" or describing specific items of collateral including commercial tort claims as the Lender deems necessary or useful to perfect the Security Interest. All financing statements filed before the date hereof to perfect the Security Interest were authorized by the Borrower and each Subsidiary (but excluding Bepex Asia) and are hereby re-authorized. A carbon, photographic or other reproduction of this Agreement or of any financing statements signed by the Borrower and each Subsidiary (but excluding Bepex Asia) is sufficient as a financing statement and may be filed as a financing statement in any state to perfect the security interests granted hereby. For this purpose, the Borrower and each Subsidiary (but excluding Bepex Asia) represents and warrants that the following information is true and correct:

Name and address of Debtor:

Bepex International, LLC  
333 Taft St. NE  
Minneapolis, Minnesota 55413  
Federal Employer Identification No. 52-2446073  
Organizational Identification No. MN1036232-3

Section 5.5 Subsidiaries. Except as set forth in Schedule 5.5 hereto, the Borrower has no Subsidiaries.

Section 5.6 Financial Condition; No Adverse Change. The Borrower has furnished to the Lender the Borrower's audited financial statements for the fiscal-year-ended December 31, 2015, and those statements fairly present the Borrower's financial condition on the dates thereof and the results of its operations and cash flows for the periods then ended and were prepared in accordance with generally accepted accounting principles. Since the date of the most recent financial statements, there has been no change in the Borrower's business, properties or condition (financial or otherwise) which has had a Material Adverse Effect. The Borrower has furnished projections to the Lender. Since the time that the Borrower provided the projections to the Lender, the Borrower has not become aware of any facts which would cause it to believe that the projections are materially inaccurate.

Section 5.7 Litigation. There are no actions, suits or proceedings pending or, to the Borrower's knowledge, threatened against or affecting the Borrower or any of its Affiliates or the properties of the Borrower or any of its Affiliates before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which, if determined adversely to the Borrower or any of its Affiliates, would result in a final judgment or judgments against the Borrower or any of its Affiliates in an amount in excess of \$100,000.00, apart from those matters specifically listed in Schedule 5.7.

Section 5.8 Regulation U. The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds of any Advance will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

Section 5.9 Taxes. The Borrower and its Affiliates have paid or caused to be paid to the proper authorities when due all federal, state and local taxes required to be withheld by each of them. The Borrower and its Affiliates have filed all federal, state and local tax returns which to the knowledge of the Officers of the Borrower or any Affiliate, as the case may be, are required to be filed, and the Borrower and its Affiliates have paid or caused to be paid to the respective taxing authorities all taxes as shown on said returns or on any assessment received by any of them to the extent such taxes have become due.

Section 5.10 Titles and Liens. The Borrower has good and absolute title to all Collateral free and clear of all Liens other than Permitted Liens. No financing statement naming the Borrower as debtor is on file in any office except to perfect only Permitted Liens.

Section 5.11 Intellectual Property Rights.

(a) **Owned Intellectual Property**. Schedule 5.11 is a complete list of all patents, applications for patents, trademarks, applications to register trademarks, service marks, applications to register service marks, mask works, trade dress and copyrights for which the Borrower is the owner of record (the "Owned Intellectual Property"). Except as disclosed on Schedule 5.11, (i) the Borrower owns the Owned Intellectual Property

free and clear of all restrictions (including covenants not to sue a third party), court orders, injunctions, decrees, writs or Liens, whether by written agreement or otherwise, (ii) no Person other than the Borrower owns or has been granted any right in the Owned Intellectual Property, (iii) all Owned Intellectual Property is valid, subsisting and enforceable and (iv) the Borrower has taken all commercially reasonable action necessary to maintain and protect the Owned Intellectual Property.

(b) **Agreements with Employees and Contractors.** The Borrower has entered into a legally enforceable agreement with each of its employees and subcontractors obligating each such Person to assign to the Borrower, without any additional compensation, any Intellectual Property Rights created, discovered or invented by such Person in the course of such Person's employment or engagement with the Borrower (except to the extent prohibited by law), and further requiring such Person to cooperate with the Borrower, without any additional compensation, in connection with securing and enforcing any Intellectual Property Rights therein; provided, however, that the foregoing shall not apply with respect to employees and subcontractors whose job descriptions are of the type such that no such assignments are reasonably foreseeable.

(c) **Intellectual Property Rights Licensed from Others.** Schedule 5.11 is a complete list of all agreements under which the Borrower has licensed Intellectual Property Rights from another Person ("Licensed Intellectual Property") other than readily available, non-negotiated licenses of computer software and other intellectual property used solely for performing accounting, word processing and similar administrative tasks ("Off-the-shelf Software") and a summary of any ongoing payments the Borrower is obligated to make with respect thereto. Except as disclosed on Schedule 5.11 and in written agreements copies of which have been given to the Lender, the Borrower's licenses to use the Licensed Intellectual Property are free and clear of all restrictions, Liens, court orders, injunctions, decrees, or writs, whether by written agreement or otherwise. Except as disclosed on Schedule 5.11, the Borrower is not obligated or under any liability whatsoever to make any payments of a material nature by way of royalties, fees or otherwise to any owner of, licensor of, or other claimant to, any Intellectual Property Rights.

(d) **Other Intellectual Property Needed for Business.** Except for Off-the-shelf Software and as disclosed on Schedule 5.11, the Owned Intellectual Property and the Licensed Intellectual Property constitute all Intellectual Property Rights used or necessary to conduct the Borrower's business as it is presently conducted or as the Borrower reasonably foresees conducting it.

(e) **Infringement.** Except as disclosed on Schedule 5.11, the Borrower has no knowledge of, and has not received any written claim or notice alleging, any Infringement of another Person's Intellectual Property Rights (including any written claim that the Borrower must license or refrain from using the Intellectual Property Rights of any third party) nor, to the Borrower's knowledge, is there any threatened claim or any reasonable basis for any such claim.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

333 Taft St. NE  
Minneapolis, Minnesota 55413  
Telecopier: 612-627-1444  
Attention: \_\_\_\_\_  
e-mail: \_\_\_\_\_

BEPEX INTERNATIONAL, LLC

By: Greg Kimball  
GREG KIMBALL  
Its: PRESIDENT

333 Taft St. NE  
Minneapolis, Minnesota 55413  
Telecopier: 612-627-1444  
Attention: \_\_\_\_\_  
e-mail: \_\_\_\_\_

BEPEX HOLDINGS, LLC

By: Greg Kimball  
GREG KIMBALL  
Its: PRESIDENT

MAC N9314-080  
730 Second Avenue North, 8<sup>th</sup> Floor  
Minneapolis, MN 55402  
Telecopier: (855) 873-6367  
Attention: Eric Swan  
e-mail: eric.swan@wellsfargo.com

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Eric Swan  
Its: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

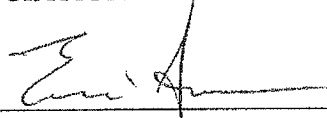
333 Taft St. NE  
Minneapolis, Minnesota 55413  
Telecopier: 612-627-1444  
Attention: \_\_\_\_\_  
e-mail: \_\_\_\_\_

BEPEX INTERNATIONAL, LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

333 Taft St. NE  
Minneapolis, Minnesota 55413  
Telecopier: 612-627-1444  
Attention: \_\_\_\_\_  
e-mail: \_\_\_\_\_

BEPEX HOLDINGS, LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

MAC N9314-080  
730 Second Avenue North, 8<sup>th</sup> Floor  
Minneapolis, MN 55402  
Telecopier: (855) 873-6367  
Attention: Eric Swan  
e-mail: eric.swan@wellsfargo.com

WELLS FARGO BANK, NATIONAL ASSOCIATION  
By:   
Eric Swan  
Its: Vice President

Schedule 5.11 to Credit and Security Agreement

**Intellectual Property**

**5.11**

- All Patents and Trademarks attached

**5.11**

- Agreements under which Borrower has licensed Intellectual Property Rights from Another Person:  
None

**5.11**

- Limitations affecting intellectual property – see attached license schedule

**5.11**

- Royalty or other payment obligations under any license or other IP agreements:  
None

**5.11**

- Intellectual Property Infringement Claims:  
None

Schedule







✗



Case Number	Ctry	SubCase	Type	Status	Application Number	Filing Date	Publication Number	Publication Date	Patent Number	Issue Date	Expiration Date
51039.2.15	US		ORD	Granted	09/198,668	11/23/1998			6,098,307	08/08/2000	11/23/2018
51039.2.16	US		ORD	Granted	09/249,724	02/12/1999			6,125,549	10/03/2000	02/12/2019
51039.2.17	US		ORD	Granted	10/051,251	01/11/2002			6,482,460	11/19/2002	01/11/2022
51039.2.42.2	US		ORD	Granted	12/829,901	07/02/2010	20110003903A1	01/06/2011	8,299,135	10/30/2012	12/23/2030
51039.2.44	US		ORD	Published	12/723,301	03/12/2010	US-2011-0219678-A1	09/15/2011			03/12/2030
51039.2.45.1.1	AU		PCT	Granted	2011316803	10/21/2011		04/02/2015	2011316803	07/16/2015	10/21/2031
51039.2.45.1.2	BR		PCT	Pending	1120130097507	10/21/2011					
51039.2.45.1.3	CA		PCT	Published	2814152	10/21/2011	2814152	04/26/2012			
51039.2.45.1.5	EP		PCT	Published	117790444	10/21/2011	2629631	08/28/2013			
51039.2.45.1.6	IN		PCT	Pending	3310DELNP2013	10/21/2011					
51039.2.45.1.7	MX		PCT	Pending	MXa2013004382	10/21/2011					
51039.2.45.2	US		ORD	Granted	13/279,065	10/21/2011	US 2012-0103325 A1	05/03/2012	8,293,018	10/23/2012	10/21/2031
51039.2.45.2.1	US	ELEC	CON	Granted	13/622,193	09/18/2012	US-2013-0019492-A1	01/24/2013	9,055,764	06/16/2015	10/21/2031
51039.2.48.2.1	CA		PCT	Published	2818834	12/02/2011	2818834	06/07/2012			
51039.2.48.3	US		ORD	Granted	13/310,226	12/02/2011	US-2012-0138511-A1	06/07/2012	9,375,725	06/28/2016	08/06/2033
51039.2.55.1	WO	ELEC	ORD	Pending	US2016/039074	06/23/2016					
51039.2.56	US	ELEC	ORD	Pending	15/091,052	04/05/2016					

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.	F&B No.
BEPEX	Argentina	Registered Class: 07 Int.	03/08/2013	3231123	05/19/2014	2649400	51039.1.90
BEPEX	Australia	REGISTERED Class: 11 Int.	09/19/1978	322190	09/19/1978	322190	51039.1.2
BEPEX	Australia	REGISTERED Class: 07 Int.	03/22/1977	305667	03/22/1977	305667	51039.1.3
BEPEX	Benelux	Registered Class: 07 Int., 11 Int.	03/05/2013	1162433	03/05/2013	1162433	51039.1.93.BX
BEPEX	Brazil	Registered Class: 07 Int.	04/01/2013	906053225	01/19/2016	906056225	51039.1.91
BEPEX	Canada	REGISTERED Class: TM TM	03/24/1977	408779	09/15/1978	TMA230414	51039.1.18
BEPEX	Chile	Registered Class: 07 Int.	03/27/2013	1051678	07/31/2014	1116099	51039.1.92
BEPEX	China (People's Republic)	REGISTERED Class: 07 Int.	07/14/2005	4777501	06/07/2008	4777501	51039.1.76
BEPEX	European Union (Community)	Registered Class: 07 Int., 11 Int., 42 Int.	08/11/2011	010191526	02/02/2014	010191526	51039.1.86
BEPEX	France	Registered Class: 07 Int., 11 Int.	03/05/2013	1162433	03/05/2013	1162433	51039.1.93.FR
BEPEX	Germany	REGISTERED Class: 07 Int., 11 Int.	04/05/1977	6580117W2	02/09/1981	1013876	51039.1.49


Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.	F&B No.
BEPEX	India	Registered Class:07 Int., 11 Int.	03/28/2006	1439470	03/28/2006	1439470	51039.1.79
BEPEX	Int'l Registration - Madrid Protocol Only	Registered Class:07 Int., 11 Int.	03/05/2013	1162433	03/05/2013	1162433	51039.1.93
BEPEX	Italy	REGISTERED Class:07 Int.	04/19/1977	18267C77	03/28/1985	347914	51039.1.55
BEPEX	Japan	Registered Class:07 Int., 11 Int.	03/05/2013	1162433	10/30/2015	1162433	51039.1.93.JP
BEPEX	Korea, Republic of	Registered Class:07 Int., 11 Int.	03/05/2013	1162433	03/05/2013	1162433	51039.1.93.KR
BEPEX	Mexico	Registered Class:07 Int., 08 Int., 09 Int., 11 Int., 12 Int., 16 Int., 20 Int.	04/19/1977	111618	04/19/1977	206507	51039.1.29
BEPEX	Peru	Published Class:07 Int.	03/23/2016	6552812016			51039.1.96
BEPEX	Taiwan	REGISTERED Class:84 84	05/10/1988	20740	06/15/1990	488007	51039.1.58
BEPEX	United Kingdom	REGISTERED Class:07 Int.	03/31/1977	1076512	03/31/1977	1076512	51039.1.23
BEPEX	United Kingdom	REGISTERED Class:11 Int.	03/31/1977	1076513	03/31/1977	1076513	51039.1.24
BEPEX	United States of America	Registered Class:07 Int.	11/22/2010	85182685	07/12/2011	3993240	51039.1.83

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.	F&B No.
BEPEX & Design (1)	United States of America	Registered Class: 07 Int., 11 Int.	06/12/1978	73/173,947	02/17/1981	1,147,045	51039.1.60
							
BEPEX (transliteration)	China (People's Republic)	REGISTERED Class: 07 Int.	07/14/2005	4777500	06/07/2008	4777500	51039.1.77
EXTRACTOR	Canada	REGISTERED Class: TM1 TM1, TM2 TM2	05/17/1973	364538	08/09/1974	TMA201015	51039.1.11
EXTRACTOR	United States of America	Registered Class: 23 Int.	03/19/1958	72/048,053	12/09/1958	670,889	51039.1.61
EXTRUD-O-MIX	United States of America	Registered Class: 07 Int.	02/11/1999	75/640,428	03/07/2000	2,326,123	51039.1.66
FLEXTURB	United States of America	Published Class: 07 Int.	02/15/2016	86908057			51039.10.1
FLEXTURBULIZER	United States of America	Published Class: 07 Int.	02/15/2016	86908066			51039.11.1
KG & Design (1)	Canada	Registered Class: TM1 TM1, TM2 TM2	03/24/1970	331312	05/28/1971	TMA176356	51039.1.12
							
KG & Design (1)	United States of America	Registered Class: 07 Int.	05/07/1969	72/326,657	07/28/1970	895,462	51039.1.62
							

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.	F&B No.
KG & Design (2)	Canada	REGISTERED Class: TM1 TM1	08/31/1972	0356611	05/31/1974	TMA199449	51039.1.13
	United States of America	Registered Class: 07 Int.	05/09/1969	72/326,885	07/21/1970	894,991	51039.1.74
PULVOCRON	Canada	Registered Class: TM TM	02/03/1965	287240	11/26/1971	TMA179638	51039.1.14
PULVOCRON	Mexico	Registered Class: 07 Int.	12/14/1995	250497	11/09/2003	725244	51039.1.34
PULVOCRON	United Kingdom	REGISTERED Class: 07 Int.	01/22/1992	1488576	01/22/1992	1488576	51039.1.22
PULVOCRON	United States of America	Registered Class: 23 Int.	12/12/1957	42,321	07/08/1958	664,058	51039.1.69
RIETZ	China (People's Republic)	Registered Class: 11 Int.	02/17/2011	9127099	12/21/2013	9127099	51039.1.84
RIETZ	China (People's Republic)	Registered Class: 07 Int.	02/17/2011	9127100	02/21/2012	9127100	51039.1.85
RIETZ	China (People's Republic)	Registered Class: 11 Int.	04/12/2012	10758037	08/21/2013	10758037	51039.1.89
RIETZ	European Union (Community)	Registered Class: 07 Int., 11 Int.	05/31/2013	011861044	10/23/2013	011861044	51039.1.94

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.	F&B No.
RIETZ	Mexico	Registered Class:07 Int., 11 Int.	05/17/1973	70941	07/20/1973	177347	51039.1.30
RIETZ (stylized)	Canada	Registered Class:TM1 TM1, TM2 TM2	05/17/1973	364556	03/12/1976	TMA212684	51039.1.15
							
RIETZ (Stylized)	United States of America	Registered Class:07 Int., 11 Int.	03/02/1973	72450245	08/19/1975	1018557	51039.1.68
							
SOLIDAIRE	Brazil	Registered Class:11 Int.	06/02/1998	820804185	07/04/2000	820804185	51039.1.5
SOLIDAIRE	Canada	REGISTERED Class:TM TM	02/03/1965	287239	01/07/1966	TMA143318	51039.1.17
SOLIDAIRE	European Union (Community)	Registered Class:07 Int., 11 Int., 42 Int.	12/29/2011	010532562	05/23/2012	010532562	51039.1.88
SOLIDAIRE	Mexico	Registered Class:11 Int.	03/02/2011	1152538	03/02/2011	1269088	51039.1.31.2
SOLIDAIRE	United Kingdom	REGISTERED Class:11 Int.	01/22/1992	1488559	01/22/1992	1488559	51039.1.20
SOLIDAIRE	United States of America	Registered Class:34 Int.	09/24/1964	72202640	07/27/1965	793356	51039.1.70
STRONG SCOTT	United States of America	Registered Class:23 Int.	10/26/1964	72/204,853	05/25/1965	789,965	51039.1.65

Custom Trademark Status Report by Trademark

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.	F&B No.
STRONG SCOTT TURBULIZER & Design (1)	United States of America	Registered Class:07 Int.	01/23/1958	72/044,567	10/21/1958	668,651	51039.1.72
	United States of America	Registered Class:07 Int.	09/17/1945	71488615	04/30/1945	420758	51039.1.64
TORUSDISC	European Union (Community)	Registered Class:07 Int., 11 Int., 42 Int.	12/06/2011	010470854	06/13/2012	010470854	51039.1.87
TORUSDISC	United Kingdom	REGISTERED Class:11 Int.	01/22/1992	1488551	01/22/1992	1488551	51039.1.21
TORUSDISC	United States of America	Registered Class:11 Int.	03/21/1988	73/717,761	12/27/1988	1,517,888	51039.1.71
TURBULIZER	Canada	REGISTERED Class:TM TM	02/03/1965	287241	10/29/1965	TMA142484	51039.1.16
TURBULIZER	Mexico	REGISTERED Class:07 Int.	09/10/1986	14165	09/10/1986	325957	51039.1.32
TURBULIZER	United States of America	Registered Class:07 Int.	10/02/2008	77/584,304	05/05/2009	3,615,900	51039.1.81