

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WITTRUCK ENTERPRISES LLC		12/05/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	THE HUNTINGTON NATIONAL BANK		
Street Address:	525 VINE STREET		
Internal Address:	20TH FLOOR		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4053620	BASIS	
Registration Number:	3163556	CONTOUR	
Registration Number:	3745321	ELEMENTS	
Registration Number:	2520385	EPICARE	
Registration Number:	2594399	EPICAREPORTER	
Registration Number:	1535103	FIRST IMPRESSION	
Registration Number:	1895956	HORIZON	
Registration Number:	2983972	IMAGEBUILDERS	
Registration Number:	2008255	IMAGEMAKERS	
Registration Number:	2219375	INTEGRIS	
Registration Number:	2522862	INTEGRIS	
Registration Number:	2884031	INTEGRIS	
Registration Number:	3137191	LATITUDE	
Registration Number:	3178377	TELEGLIDE	
Registration Number:	2141247	UNIFLEX	
Registration Number:	2887748	XTEND	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$415.00 4053620

Fax Number: 8593411469

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: 859-426-2137

Email: cgregorio@dbllaw.com

Correspondent Name: DBL Law

Address Line 1: 207 THOMAS MORE PARKWAY

Address Line 4: CRESTVIEW HILLS, KENTUCKY 41017

NAME OF SUBMITTER:	Angela M. Gates
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SIGNATURE:	/angela m gates/
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DATE SIGNED:	12/08/2016
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Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of December 5, 2016, is made by and among **WITTRUCK ENTERPRISES LLC**, an Indiana limited liability company ("Borrower"), in favor of **THE HUNTINGTON NATIONAL BANK**, a national banking association ("Lender").

WHEREAS, Borrower has entered into a certain Loan and Security Agreement dated as of December 5, 2016 and a certain Business Loan Agreement dated as of December 5, 2016 (collectively, the "Loan Agreement"), with Lender, whereby Lender will extend certain loans and advances to Borrower in the aggregate sum of **NINE MILLION DOLLARS (\$9,000,000.00)**.

WHEREAS, as a condition precedent to the making of loans by Lender under the Loan Agreement, Borrower has executed and delivered to Lender that certain Security Agreement (Patents and Trademarks) dated as of December 5, 2016, made by and among Borrower and Lender (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, Borrower has granted to Lender, a security interest in, among other property, certain intellectual property of Borrower, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees with Lender as follows:

1. **Grant of Security.** Borrower hereby pledges and grants to Lender a security interest in and to all to all of the right, title, and interest of Borrower in, to and under the following (the "IP Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Borrower authorizes the Commissioner for Patents and any other government officials to record and register this IP Security Agreement upon request by Lender.

3. **Loan Documents.** This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. **Successors and Assigns.** This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

(Signature Page to Follow)

IN WITNESS WHEREOF, Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

WITTROCK ENTERPRISES LLC,
an Indiana limited liability company

BY: 

CHRIS WITTROCK, Manager

Address for Notices:

4201 Malsbary Road
Blue Ash, OH 45242
Attn: Chris Wittrock

LENDER:

THE HUNTINGTON NATIONAL BANK,
a national banking association

BY: 

Print Name: William B. Cosby

Title: Vice President

Address for Notices:

525 Vine Street, 20th Floor
Cincinnati, OH 45202
Attn: Bill Cosby

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SCHEDULES

Schedule 1

TRADEMARK REGISTRATIONS

Trademark	Country	Application No.	Application Date	Status	Registration No.	Registration Date
BASIS	US	77/955,521	10-Mar-10	Registered	4,053,620	08-Nov-11
CONTOUR	US	78/435,787	15-Jun-04	Registered	3,163,556	24-Oct-06
ELEMENTS	US	77/593,358	15-Oct-08	Registered	3,745,321	02-Feb-10
EPICARE	US	75/122,721	20-Jun-96	Registered	2,520,385	18-Dec-01
EPICAREPORTER	US	78/039,196	13-Dec-00	Registered	2,594,399	16-Jul-02
FIRST IMPRESSION	US	73/743,118	29-Jul-88	Registered	1,535,103	18-Apr-89
HORIZON	US	74/439,666	24-Sep-93	Registered	1,895,956	30-May-95
IMAGEBUILDERS	US	78/272,935	10-Jul-03	Registered	2,983,972	09-Aug-05
IMAGEMAKERS	US	75/005,854	03-Oct-95	Registered	2,008,255	15-Oct-96
INTEGRIS	US	75/168,524	19-Sep-96	Registered	2,219,375	19-Jan-99
INTEGRIS	US	78/064,738	21-May-01	Registered	2,522,862	25-Dec-01
INTEGRIS	US	78/049,560	21-Feb-01	Registered	2,884,031	14-Sep-04
LATITUDE	US	78/604,351	07-Apr-05	Registered	3,137,191	29-Aug-06
TELEGLIDE	US	78/604,363	07-Apr-05	Registered	3,178,377	28-Nov-06
UNIFLEX	US	74/687,467	12-Jun-95	Registered	2,141,247	03-Mar-98
XTEND	US	78/217,233	20-Feb-03	Registered	2,887,748	21-Sep-04