

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ullman Devices Corporation		01/26/2017	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	8850 Boedeker, 4th Fl., MC 6595		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2691472	MEGAMAG	
Registration Number:	2309586	POWERCAP	
Registration Number:	1107058	ULLMAN DEVICES	
Serial Number:	77386120	AUTOMAG	
Registration Number:	0798326	HERK	
Registration Number:	0655902	CONVERTIBLE	
Registration Number:	0432122	MAGIMMICK	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Jan Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313		
NAME OF SUBMITTER:	Jan Muennink		
SIGNATURE:	/jan muennink/		
DATE SIGNED:	01/30/2017		

CH \$190.00 2691472

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 26, 2017 by and among COMERICA BANK (“Bank”) and ULLMAN DEVICES CORPORATION, a Connecticut corporation (the “Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to SAUNDERS MIDWEST LLC (the “Borrower”) in the amounts and manner set forth in that certain Credit Agreement by and among Bank, Borrower and certain other Loan Parties dated as of January 11, 2016 (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”); capitalized terms used herein are used as defined in the Credit Agreement).

B. Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement.

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

ULLMAN DEVICES CORPORATION
180 N. Wabash Ave., Suite 710
Chicago, Illinois 60601
Facsimile No.: _____
Attention: _____

GRANTOR:

ULLMAN DEVICES CORPORATION

By: *Dee L. Lewis*
Name: *Dee L. Lewis*
Title: *Chairman*

Address of Bank:

Comerica Bank
8850 Boedeker, 4th Floor
MC 6595
Dallas, Texas 75225
Facsimile No.: (214) 890-5186
Attention: Chris D. Reed

BANK:

COMERICA BANK

By: 
Chris D. Reed
Vice President

Schedule A

Copyrights

None.

Schedule B

Patents

Title	Application / Patent No.
Light Attachment for Inspection Tool	13/633,955, published as 2013/0077291
Magnetic Head for Magnetic Pick-up Tool	5,945,901
Magnetic Head for Magnetic Pick-up Tool	5,999,074
Lighted Magnetic Retrieval Tool	6,312,138
Magnetic Retrieval Tool with Increased Flux	6,392,517
Accessory Attachment for Magnetic Retrieval Tool	6,760,941
Light Attachment for Inspection Tool	7,954,972
Light Attachment for Inspection Tool	7,980,722
Rotating LED Light on a Magnetic Base	8,172,436
Rotating LED Light on a Magnetic Base	8,545,066
Light Attachment for Inspection Tool	8,690,376
Lighted Pick Tool	8,820,956
Pivoting Magnetic Light	D655,841
Pivot Work-light With Tool	D740,989

Schedule C

Trademarks

Mark	Serial / Registration No.
MEGAMAG	2,691,472
POWERCAP	2,309,586
ULLMAN DEVICES	1,107,058
AUTOMAG	77/386,120
HERK	798,326
CONVERTIBLE	655,902
MAGIMMICK	432,122