

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHUR-CO, LLC		03/10/2017	Limited Liability Company: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1000		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3711846	PROTRAP	
Registration Number:	3711847	PROTRAP	
Registration Number:	2340913	SHUR-LITE	
Registration Number:	2340830	SHUR-MATIC	
Registration Number:	2332313	SHUR-PRO	
Registration Number:	2142070	SHUR-CO.	
Registration Number:	2103202	SHURCO	
Serial Number:	85699352	DONOVAN	
Registration Number:	3060472	MIGHTY MESH	
Registration Number:	3060431	MIGHTY M MESH	
Registration Number:	4009876	THE OX	
Registration Number:	4009875	OX STRONG	
Serial Number:	77387867	MAGNUM BY ROLL-TITE	
Serial Number:	78639057	OUR BUSINESS IS COVERING YOURS	
Serial Number:	78639061	ROLL-TITE	
Serial Number:	78639044	ROLL-TITE CLASSIC	
Serial Number:	78638832	ROLL-TITE MAX	

OP \$440.00 3711846

CORRESPONDENCE DATA**Fax Number:** 6124927077*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:** 6124927000**Email:** ip@fredlaw.com**Correspondent Name:** Patricia A. Larson, Senior Paralegal**Address Line 1:** Fredrikson & Byron, P.A.**Address Line 2:** 200 S. Sixth Street, Suite 4000**Address Line 4:** Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Patricia A. Larson
SIGNATURE:	/s/Patricia A. Larson
DATE SIGNED:	03/14/2017

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“IP Security Agreement”), dated as of March 10, 2017, is made by **SHUR-CO, LLC**, a South Dakota limited liability company (the “Grantor”) in favor of **BMO HARRIS BANK N.A.**, a national banking association with an address at 50 South Sixth Street, Suite 1000, Minneapolis, Minnesota 55402 (the “Secured Party”).

WHEREAS, PCM Companies, LLC, a Minnesota limited liability company, (the “Borrower”) and Secured Party are parties to that certain Credit Agreement dated as of April 29, 2016 (as it may be amended, modified, supplemented, restated or replaced from time to time, the “Credit Agreement”).

WHEREAS, as a condition precedent to the continuation of the financing by the Secured Party under the Credit Agreement, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, 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 and the United States Copyright Office.

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

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “IP Collateral”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “Patents”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of 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;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

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

(e) 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

(f) 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. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

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 the Secured Party with respect to the IP Collateral are as provided by the Credit 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 (eg, "pdf") 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 Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Grantor 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.

SHUR-CO, LLC, a South Dakota limited liability company

By 
Name: Carla Ewald
Its: Chief Financial Officer

Address for Notices:
Shur-Co, LLC
2309 Shur-Lok Street
Yankton, South Dakota 57078
Attention: Carla Ewald

With a copy to:
PCM Companies, LLC
2150 Dodd Road
Mendota Heights, MN 55120
Attention: Michael T. Davies

Agreed to and accepted:

BMO HARRIS BANK N.A.

By _____
Name: Daniel Schrader
Its: Vice President

IN WITNESS WHEREOF, the Grantor 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.


SHUR-CO, LLC, a South Dakota limited liability company.

By _____
Name:
Its:

Address for Notices:
c/o PCM Companies, LLC
2150 Dodd Road
Mendota Heights, MN 55120
Attention: Michael T. Davies

Agreed to and accepted:

BMO HARRIS BANK N.A.

By 
Name: Daniel Schrader
Its: Vice President

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

NAME	PATENT/APPLICATION NO.	COUNTRY
Swing Away Support System for a Covering	2116787	Canada
Roll Assist Mechanism for Tarp System	2242125	Canada
Quick Release Bow to Cable Connector	2245753	Canada
Retractable Tarping System	2639719	Canada
Motorized Hopper Door Actuation System	2716165	Canada
Wireless Controllers	2732354	Canada
Magnetic Brake for Motor	2753738	Canada
Wireless Controller System	2754505	Canada
Quick Release Bow to Cable Connector	5938270	USA
Covering System	6109680	USA
Covering System	6347826	USA
Roll Assist Mechanism for Tarp System	6513856	USA
Container Covering Apparatus	6695382	USA
Container Covering Apparatus	6742828	USA
Container Covering Apparatus	6974176	USA
Container Covering Apparatus	7278673	USA
Lock Mechanism for Container Covering	7296842	USA
Container Covering Apparatus	7367606	USA
Retractable Tarping System	7841642	USA
Motorized Hopper Door Actuation System	2010206080	Australia
Electric Hopper Door Opener	12/573974	USA
Wireless Transmitter for Truck and	13/032169	USA
Motor System for Tarp Assembly	13/248884	USA
Wireless Transmitter for Truck and	13/269668	USA
Corrosion Resistant Electrical Asse	13/608934	USA
Rolling Cover System Motor Mount	13/611340	USA
Pivot Mount	D585917	USA
Portion of Pivot Mount	D591319	USA
Swing Away Support System for a Covering	5487584	USA
Tensioning and Lock Device	8235447	USA
Tensioning and Lock Device	2730990	Canada
Aluminum Corner Casting in Tarping Systems	2726670	Canada
Aluminum Corner Casting in Tarping Systems	8172477	USA
Modular Headboard and Application in Tarpaulin Industry	2696457	Canada
Modular Headboard and Application in Tarpaulin Industry	8567848	USA

Schedule-1-1

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REGISTRATION/ APPLICATION NO.	COUNTRY
PROTRAP DESIGN	3,711,846	USA
PROTRAP	3,711,847	USA
SHUR-LITE	2,340,913	USA
SHUR-MATIC	2,340,830	USA
SHUR-PRO	2,332,313	USA
SHUR-CO.	2,142,070	USA
SHURCO DESIGN	2,103,202	USA
SHUR-MATIC	TMA5,670,541	Canada
SHUR-PRO3	TMA555,301	Canada
COVER-PRO	TMA5,553,156	Canada
SHURCO STYLIZED DESIGN	TMA517,296	Canada
SHUR-LITE	TMA5,670,557	Canada
DONOVAN	8,5699,352 (pending)	USA
MIGHTY MESH	3,060,472	USA
MIGHTY M MESH & DESIGN	3,060,431	USA
THE OX & DESIGN	4,009,876	USA
OX STRONG	4,009,875	USA
DONOVAN	2012/21030	South Africa
DONOVAN	2012/21702	South Africa
DONOVAN	011,096,344	European Community
Magnum by Roll-tite & Design - Abandoned	1,358,582	Canada
Magnum by Roll-tite & Design	77/387867	USA
Our Business is Covering Yours	1,257,190	Canada
Our Business is Covering Yours	78/639057	USA
Roll-Tite	849,420	Canada
Roll-Tite	78/639061	USA
Roll-Tite Classic	78/639044	USA
Roll-Tite Classic	1,257,195	Canada
Roll-Tite Max	1,257,195	Canada
Roll-Tite Classic	78/638832	USA

Schedule-2-1

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE.

Schedule 1-1

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Schedule 2-1

SCHEDULE 3
COPYRIGHT REGISTRATIONS AND APPLICATIONS

United States Copyrights

Schedule 3-1

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RECORDED: 03/14/2017

TRADEMARK
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