

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C-Core Enterprises, Inc.		01/29/2016	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Progressive Components International Corporation		
Street Address:	235 Industrial Drive		
City:	Wauconda		
State/Country:	ILLINOIS		
Postal Code:	60084		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3929131	C-CORE	
Registration Number:	3897760	EX-CAV	
Registration Number:	1623308	MINICORE	
CORRESPONDENCE DATA			
Fax Number:	3122360105		
<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:	312-236-0646		
Email:	jchodash@eckhart.com		
Correspondent Name:	Jacob Chodash		
Address Line 1:	55 W. Monroe St		
Address Line 2:	Suite 1925		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Jacob Chodash		
SIGNATURE:	/Jacob Chodash/		
DATE SIGNED:	03/17/2017		
Total Attachments: 10			
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SECURITY AGREEMENT

PROGRESSIVE: Progressive Components International Corporation, an Illinois corporation,
235 Industrial Drive, Wauconda, Illinois 60084.
Email: Don.Starkey@procomps.com

BORROWER: C-Core Enterprises, Inc., a Massachusetts corporation,
52 New Templeton Road, Hubbardston, Massachusetts 01452
Email: David.Helenius@roehrtool.com

DATE OF AGREEMENT: As of January 29, 2016

The parties, intending to be legally bound, agree as follows:

1. ACKNOWLEDGMENTS

1.1. Borrower, Progressive, and Roehr Tool Corporation, a Massachusetts corporation and wholly owned subsidiary of Progressive (“Roehr”), entered into an Asset Purchase Agreement dated January 29, 2016 (“Asset Purchase Agreement”), under which Borrower agreed to purchase and acquire, and Roehr and Progressive agreed to sell, convey, assign, transfer and deliver to Borrower, substantially all of the assets of Roehr, as further described in the Asset Purchase Agreement.

1.2. As part of the consideration under the Asset Purchase Agreement, Borrower and Progressive entered into a Loan Agreement dated January 29, 2016 (“Loan Agreement”). Pursuant to the Loan Agreement, Progressive has provided a revolving line of credit to Borrower (“Line of Credit”) evidenced by a promissory note dated January 29, 2016, in the maximum principal amount of \$750,000, executed by the Borrower and made payable to the order of Progressive (“Promissory Note”).

1.3. As part of the consideration under the Asset Purchase Agreement, Borrower and Progressive entered into a Consultant Fee Agreement dated January 29, 2016 (“Consultant Fee Agreement”). Pursuant to the Consultant Fee Agreement, Borrower would pay a Consultant Fee (as defined in the Consultant Fee Agreement) to Progressive following the Cancellation Date of the Loan Agreement.

1.4. This Security Agreement and its several terms and provisions shall not survive and will terminate upon the cancellation of the Line of Credit, provided, however, that Progressive’s security interest in the intellectual property identified in Schedule A of the Patent Assignment, Exhibit 2.7.1.3 of the Asset Purchase Agreement (“Existing IP”) shall survive and remain in favor of Progressive as security for Borrower’s obligation to pay to Progressive the Consultant Fee under the Consultant Fee Agreement. Progressive agrees to promptly release its security

interest in the Existing IP upon complete satisfaction of Borrower's obligations to pay Consultant Fees under the Consultant Fee Agreement.

2. SECURITY

2.1. Pursuant to the terms of the Loan Agreement, Borrower assigns and grants to Progressive a security interest in the following described property now owned or hereafter acquired by the Borrower ("Collateral"):

2.1.1. All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including all amounts due to the Borrower from a factor, and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.

2.1.2. All inventory, including all materials, work in process and finished goods.

2.1.3. All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Borrower, (including, but not limited to, the equipment described in the attached Equipment Description, if any).

2.1.4. All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type. The Collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.

2.1.5. All general intangibles, including, but not limited to, (1) all patents, and all unpatented or unpatentable inventions; (2) all trademarks, service marks, and trade names; (3) all copyrights and literary rights; (4) all computer software programs; (5) all mask works of semiconductor chip products; (6) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

2.1.6. All negotiable and nonnegotiable documents of title covering any Collateral.

2.1.7. All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

2.1.8. All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral.

2.1.9. All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory (“Books and Records”).

3. INDEBTEDNESS

The Collateral (including the Existing IP) secures and will continue to secure all debts, obligations or liabilities now or hereafter existing, absolute, or contingent, to Progressive under the Loan Agreement or Promissory Note, including any amendments, renewals or replacements, and the Existing IP secures and will continue to secure all debts, obligations or liabilities now or hereafter existing, absolute, or contingent, to Progressive under the Consultant Fee Agreement (collectively, the “Indebtedness”). The Loan Agreement and Consultant Fee Agreement are dated as of the date hereof between Progressive and Borrower.

4. BORROWER’S COVENANTS

The Borrower represents, covenants and warrants that unless compliance is waived by Progressive in writing:

4.1. The Borrower will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records. Borrower represents and warrants that it has good and marketable title to the Collateral, free of all security interests, liens, and encumbrances, except the security interest created by this Agreement.

4.2. The Borrower’s chief executive office is located in the state specified above. In addition, the Borrower is incorporated in or organized under the laws of the state specified on such page. The Borrower shall give Progressive at least 30 days’ notice before changing its residence or its chief executive office or state of incorporation or organization. The Borrower will notify Progressive in writing prior to any change in the location of any Collateral, including the Books and Records.

4.3. The Borrower will notify Progressive in writing prior to any change in the Borrower’s name, identity, or business structure.

4.4. Unless otherwise agreed, the Borrower has not granted and will not grant any security interest in any of the Collateral except to Progressive, and will keep the Collateral free of all liens, claims, security interests, and encumbrances of any kind or nature except the security interest of Progressive.

4.5. The Borrower will promptly notify Progressive in writing of any event which affects the value of the Collateral, the ability of the Borrower or Progressive to dispose of the Collateral, or the rights and remedies of Progressive in relation to the Collateral, including the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement, or procedure affecting the Collateral, whether governmental or otherwise.

4.6. The Borrower shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs, and expenses of sales, and any costs to perfect Progressive’s security

interest (collectively, the “Collateral Costs”). Without waiving the Borrower’s default for failure to make any such payment, Progressive at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the Indebtedness. The Borrower agrees to reimburse Progressive on demand for any Collateral Costs so incurred.

4.7. Until Progressive exercises its rights to make collection, the Borrower will diligently collect all Collateral.

4.8. If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Borrower shall immediately deliver such document to Progressive, together with any necessary endorsements.

4.9. The Borrower will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except with the prior written consent of Progressive, except that the Borrower may sell inventory in the ordinary course of business, unless such Collateral is destroyed or is obsolete as determined by Borrower.

4.10. The Borrower will maintain and keep in force insurance covering the Collateral against fire and extended coverages, to the extent that any Collateral is of a type which can be so insured. Such insurance shall require losses to be paid on a replacement cost basis, be issued by insurance companies acceptable to Progressive and include a loss payable endorsement in favor of Progressive in a form acceptable to Progressive. Upon the request of Progressive, the Borrower will deliver to Progressive a copy of each insurance policy, or, if permitted by Progressive, a certificate of insurance listing all insurance in force. Unless the Borrower provides Progressive with satisfactory evidence of the insurance coverage required hereby, Progressive may purchase insurance at the Borrower’s expense to protect Progressive’s interest in the Collateral. This insurance may, but need not, protect the interests of the Borrower. The coverage that Progressive purchases may not pay any claim that the Borrower makes or any claim that is made against the Borrower in connection with the Collateral. The Borrower may later cancel any insurance purchased by Progressive, but only after providing Progressive with satisfactory evidence that the Borrower has obtained insurance as required hereby. If Progressive purchases insurance of the Collateral, the Borrower will be responsible for the costs of that insurance, including interest thereon at the highest default rate provided in the Indebtedness and any other charges which Progressive may impose in connection with the placement of the insurance until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the outstanding principal balance of the Indebtedness, shall bear interest at the default rate as provided above, and shall be payable upon demand. The costs of the insurance may be more than the cost of insurance the Borrower may be able to obtain on its own.

4.11. The Borrower will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Borrower first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by Progressive of

the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to Progressive and shall provide that Progressive has no liability to such owner, holder of any lien, or any other person.

4.12. Borrower acknowledges that the security interest created under this Agreement is a purchase money security interest taken and retained by Progressive to secure obligations arising from the sale of the Collateral from Progressive to Borrower.

5. ADDITIONAL OPTIONAL REQUIREMENTS

The Borrower agrees that Progressive may at its option:

5.1. If Borrower is in default, require the Borrower to deliver to Progressive (1) copies of or extracts from the Books and Records, and (2) information on any contracts or other matters affecting the Collateral.

5.2. At any time, examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time upon the property where any Collateral or any Books and Records are located.

5.3. If Borrower is in default, require the Borrower to deliver to Progressive any instruments, chattel paper or letters of credit which are part of the Collateral, and to assign to Progressive the proceeds of any such letters of credit.

5.4. If Borrower is in default, notify any account debtors, any buyers of the Collateral, or any other persons of Progressive's interest in the Collateral.

6. DEFAULTS

Any one or more of the following shall be a default hereunder:

6.1. Any Indebtedness is not paid when due, or any default occurs under the Loan Agreement relating to the Indebtedness, after giving effect to any applicable grace or cure periods.

6.2. The Borrower breaches any term, provision, warranty or representation under this Agreement, the Loan Agreement, the Promissory Note, or under any other obligation of the Borrower to Progressive, and such breach remains uncured after any applicable cure period.

6.3. Progressive fails to have an enforceable first lien (except for any prior liens to which Progressive has consented in writing) on or security interest in the Collateral.

6.4. Any custodian, receiver or trustee is appointed to take possession, custody or control of all or a substantial portion of the property of the Borrower or of any guarantor or other party obligated under any Indebtedness.

6.5. The Borrower or any guarantor or other party obligated under any Indebtedness becomes insolvent, or is generally not paying or admits in writing its inability to pay its debts as they become due, fails in business, makes a general assignment for the benefit of creditors, dies, or commences any case, proceeding or other action under any bankruptcy or other law for the relief of, or relating to, debtors.

6.6. Any case, proceeding or other action is commenced against the Borrower or any guarantor or other party obligated under any Indebtedness under any bankruptcy or other law for the relief of, or relating to, debtors, if such proceeding or action is not dismissed within 60 days.

6.7. Any involuntary lien of any kind or character attaches to any Collateral, except for liens for taxes not yet due.

6.8. The Borrower has given Progressive any false or materially misleading information or representations.

7. PROGRESSIVE'S REMEDIES AFTER DEFAULT

In the event of any default, Progressive may do any one or more of the following:

7.1. Declare any Indebtedness immediately due and payable, without notice or demand.

7.2. Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

7.3. Enforce the security interest of Progressive in any deposit account of the Borrower by applying such account to the Indebtedness.

7.4. Require the Borrower to obtain Progressive's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.

7.5. Require the Borrower to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to Progressive in kind.

7.6. Require the Borrower to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under Progressive's exclusive control.

7.7. Require the Borrower to assemble the Collateral, including the Books and Records, and make them available to Progressive at a place designated by Progressive.

7.8. Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Borrower's equipment, if Progressive deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, render unusable, or otherwise dispose of, any Collateral.

7.9. Sell or otherwise dispose of all or part of the Collateral or any interest in the Collateral at public or private sale, for cash or credit, on or off the Borrower's premises, and on such other terms as selected by Progressive in Progressive's sole discretion, all in a commercially reasonable manner, , and to bid for and purchase the Collateral at any such sale.

7.10. Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Borrower irrevocably authorizes Progressive to endorse or sign the Borrower's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Borrower and remove therefrom any payments and proceeds of the Collateral.

7.11. Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Borrower.

7.12. Use or transfer any of the Borrower's rights and interests in any Intellectual Property now owned or hereafter acquired by the Borrower, if Progressive deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Borrower agrees that any such use or transfer shall be without any additional consideration to the Borrower. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Borrower has any right or interest, whether by ownership, license, contract or otherwise.

7.13. Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral.

7.14. Take such measures as Progressive may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, render unusable, or otherwise dispose of, any Collateral, and the Borrower hereby irrevocably constitutes and appoints Progressive as the Borrower's attorney-in-fact to perform all acts and execute all documents in connection therewith.

7.15. Upon 7 days' notice to the Borrower, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by Progressive or any of Progressive's agents or affiliates to or for the credit of the account of the Borrower or any guarantor or endorser of the Borrower's Indebtedness.

7.16. Exercise any other remedies available to Progressive at law or in equity.

8. ADDITIONAL REQUIREMENTS

8.1. Progressive shall not be required to exercise any right given to it under this Agreement upon failure of Borrower to pay or other breach of this Agreement. Progressive is not required

under this Agreement to repossess the Collateral, retain the Collateral in satisfaction of Borrower's obligations, or repossess the Collateral and sell it in satisfaction of any of the obligations of Borrower.

8.2. Any requirement of reasonable notification of the time and place of any public sale, or of the time after which any private sale or other intended disposition of the Collateral is to be made, shall be met by giving Borrower at least five business days' prior written notice of such event.

8.3. Borrower agrees to give written notice to Progressive after repossession of the Collateral if Borrower claims any property not included in the Collateral was repossessed with the Collateral within 48 hours after Borrower should have discovered the claim. Borrower agrees that failure to provide such written notice shall be a waiver of and bar to any subsequent claim for any such additional property.

9. CONSENT TO JURISDICTION

To induce Progressive to accept this Agreement, the Borrower irrevocably agrees that, subject to Progressive's sole and absolute election, all actions or proceedings in any way arising out of or related to this Agreement will be litigated in courts having situs in Chicago, Illinois. The Borrower hereby consents and submits to the jurisdiction of any court located within Chicago, Illinois, waives personal service of process upon the Borrower, and agrees that all such service of process may be made by registered mail directed to the Borrower at the address stated on the signature page hereof and service so made will be deemed to be completed upon actual receipt.

10. WAIVER OF JURY TRIAL

The Borrower and Progressive each waives any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement or any related agreement, or under any amendment, instrument, document, or agreement delivered or which may in the future be delivered in connection with this Agreement, and agrees that any such action or proceeding will be tried before a court and not before a jury. The Borrower agrees that it will not assert any claim against Progressive or any other person indemnified under this Agreement on any theory of liability for special, indirect, consequential, incidental, or punitive damages.

11. MISCELLANEOUS

11.1. Any waiver, express or implied, of any provision hereunder and any delay or failure by Progressive to enforce any provision shall not preclude Progressive from enforcing any such provision thereafter.

11.2. If required by law, or at the request of Progressive, Borrower shall prepare and sign a financing statement or similar notice for the security interest granted under this Agreement, and shall deliver such financing statement to Progressive. Borrower shall pay to Progressive the fees charged by any governmental office for filing such financing statement. Borrower shall pay the costs of and cooperate with Progressive in filing any continuation statement necessary to preserve the security interest granted under this Agreement if the obligations are not performed within five years after the financing statement is filed. If required by law, Borrower shall also

make any additional appropriate filing of the security interest in the manner required. Borrower shall furnish to Progressive evidence of such filing within 10 days after signature of this Agreement.

11.3. The Borrower shall, at the request of Progressive, execute such other agreements, documents, or instruments in connection with this Agreement as Progressive may reasonably deem necessary.

11.4. All notes, security agreements, subordination agreements and other documents executed by the Borrower or furnished to Progressive in connection with this Agreement must be in form and substance satisfactory to Progressive.


11.5. This Agreement shall be governed by and construed according to the laws of the State of Illinois, the jurisdiction of which the parties hereto submit.

12. FINAL AGREEMENT

By signing this document, each party represents and agrees that: (1) this document represents the final agreement between the parties with respect to the subject matter hereof, (2) this document supersedes any commitment letter, term sheet, or other written outline of terms and conditions relating to the subject matter hereof, unless such commitment letter, term sheet, or other written outline of terms and conditions expressly provides to the contrary, (3) there are no unwritten oral agreements between the parties, and (4) this document may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements or understandings of the parties.

BORROWER:

C-Core Enterprises, Inc.

By: 
Name: DAVID C. HELENIOUS
Title: PRESIDENT