

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM420237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DORNER MFG. CORP.		03/15/2017	Corporation:
RECEIVING PARTY DATA			
Name:	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as collateral agent		
Street Address:	300 First Stamford Place		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Banking Corporation: IRELAND		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1715052	DORNER	
Registration Number:	2061487	LPZ	
Registration Number:	2950706	WEDGE-LOK	
Registration Number:	2984076	AQUAPRUF	
Registration Number:	2984077	AQUAPRUF	
Registration Number:	3782313	AQUAGARD	
Registration Number:	3871135	MOVE FAST. MOVE SMART.	
Registration Number:	3907102	DUSTPRUF	
Registration Number:	3991042	SMARTSLOT	
Registration Number:	4133100	EDRIVE	
Registration Number:	4508007	SMARTFLEX	
Registration Number:	5027695	SMARTPACE	
Registration Number:	5037086	SMARTPACE	
Serial Number:	86753966	SMARTGRIP	
Serial Number:	87246439		
Serial Number:	87284493		
CORRESPONDENCE DATA			
Fax Number:			

CH \$415.00 1715052

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Sonakshi Jha
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86703.76
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NAME OF SUBMITTER:	Sonakshi Jha
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SIGNATURE:	/Sonakshi Jha by trademarkny/
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DATE SIGNED:	03/20/2017
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **March 15, 2017** (the “**Effective Date**”) between **DORNER MFG. CORP.** (the “**Grantor**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 15, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) all United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including Patent Licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including Trademark Licenses, royalties, income, payments, claims, damages, and proceeds of suit, excluding in each case any “intent to use” trademark applications filed with the United States Trademark Office unless and until a statement of use is filed with respect to such application (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This 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 of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

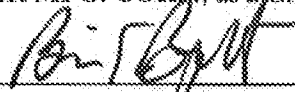
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

[signature pages follow]

DORNER MFG. CORP., as a Grantor

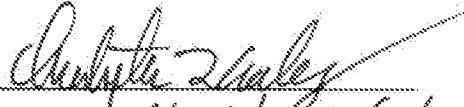
By: 

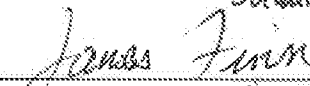
Name: Brian Baumgart

Title: Chief Financial Officer, Treasurer
and Secretary

[Signature Page to Intellectual Property Security Agreement]

THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent

By: 
Name: Christopher L. Craley
Title: Managing Director

By: 
Name: James Finn
Title: Director



SCHEDULE 1

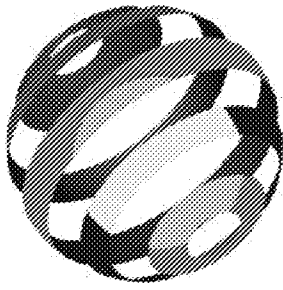
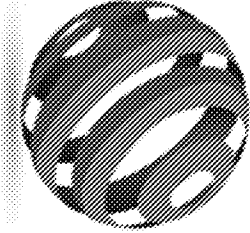
Each of the following patents and patent applications are held by Dornier Mfg. Corp.:

Country	Serial No.	Filing Date	Patent No.	Issue Date	Title	Status
U.S.	09/008,720	01/19/1998	6,109,427	08/29/2000	Conveyor Construction	Granted
U.S.	09/146,566	09/03/1998	6,179,112	01/30/2001	Article Reorientation Mechanism	Granted
U.S.	09/164,330	10/01/1998	6,220,330	04/24/2001	Conveyor System Incorporating an Article Guide and Positioning Arrangement for a Labeling Station	Granted
U.S.	09/316,014	05/24/1999	6,182,815	02/06/2001	Inductor Station For Sortation Conveying System	Granted
U.S.	09/439,862	11/12/1999	6,296,437	10/02/2001	Discharge Stacking Station for Sortation Conveying System	Granted
U.S.	09/439,863	11/12/1999	6,302,638	10/16/2001	Combined Pushing Mechanism and Dead Plate for Stacker Accumulation Tray	Granted
U.S.	09/450,368	11/29/1999	6,298,981	10/09/2001	Conveyor Construction	Granted
U.S.	09/654,137	09/01/2000	6,422,382	07/23/2002	Conveyor Incorporating a Modular Frame Construction	Granted
U.S.	10/205,036	07/25/2002	6,651,801	11/25/2003	Horizontal To Vertical Transition Device For Sortation Conveyor System	Granted
U.S.	10/279,702	10/24/2002	6,652,218	11/25/2003	Inductor Station For Sortation Conveying System	Granted
U.S.	10/438,961	05/15/2003	6,685,009	02/03/2004	Continuous Belt Conveyor Tensioning Mechanism	Granted
U.S.	10/385,906	03/11/2003	6,871,737	03/29/2005	Endless Belt Conveyor Frame And Tensioning Device Including Center Drive Construction	Granted
U.S.	10/438,420	05/15/2003	6,910,571	06/28/2005	Multi-Section Conveyor Drive Roller	Granted
U.S.	11/426,454	06/26/2006	7,383,944	06/10/2008	Sanitary Conveyor Center Drive Assembly	Granted

U.S.	11/072,672	03/04/2005	6,971,509	12/06/2005	Endless Belt Conveyor Frame and Tensioning Device Including Center Drive Construction	Granted
U.S.	11/186,739	07/21/2005	7,681,719	03/23/2010	Sanitary Conveyor Transfer Tail	Granted
U.S.	11/214,550	08/30/2005	7,207,435	04/24/2007	Conveyor Belt Drive Sprocket Locking Assembly	Granted
U.S.	11/267,064	11/04/2005	7,246,697	07/24/2007	Wash Down Conveyor Corner Section with Removable Wear Strips	Granted
U.S.	11/326,176	01/05/2006	7,549,531	06/23/2009	Sanitary Conveyor Tip-Up Tail Assembly	Granted
U.S.	12/039,888	02/29/2008	7,735,638	06/15/2010	Conveyor Frame Assembly Having Side Rails Including Multiple Passages	Granted
U.S.	12/403,717	03/13/2009	8,042,682	10/25/2011	Conveyor Belt Drive Sprocket Retention System	Granted
U.S.	12/175,531	07/18/2008	7,874,419	01/25/2011	Contained Drive System For Chain Conveyor Belt To Reduce Catenary Sag	Granted
U.S.	12/944,276	11/11/2010	8,763,793	07/01/2014	Extruded Rail With Contained Mounting Cavity	Granted
U.S.	13/854,177	04/01/2013	8,936,147	01/20/2015	Pinch Roller Drive	Granted
U.S.	14/210,808	03/14/2014			Conveyor Frame Assembly with Cross Supports	Filed
U.S.	14/482,609	09/10/2014	9,469,481	10/18/2016	Carousel Conveyor Drive Module	Granted

Each of the following trademarks and trademarks applications are held by Donner Mfg. Corp.:

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Class	Status	Comments
DORMER	U.S.	74222186	11/18/91	1715052	9/15/92	7	Registered	Renewal due 9/15/22
LPZ	U.S.	75127827	7/1/96	2061487	5/13/97	7	Registered	Renewal due 5/13/27
WEDGE-LOK	U.S.	78300617	9/15/03	2950706	5/10/05	7	Registered	Renewal Due 5/10/25
AQUAPRUF	U.S.	78322212	11/3/03	2984076	8/9/05	7	Registered	Renewal Due 8/9/25
	U.S.	78322298	11/3/03	2984077	8/9/05	7	Registered	Renewal Due 8/9/25
AQUA GARD	U.S.	77649902	1/15/09	3782313	4/27/10	7	Registered	Renewal Due 4/27/20
MOVE FAST. MOVE SMART.	U.S.	77693820	3/18/09	3871135	11/2/10	7	Registered	Section 8 & 15 due 5/2/17
	U.S.	85020715	4/22/10	3907102	1/18/11	7	Registered	Section 8 & 15 due 1/18/17
SMARTISLOT	U.S.	85028942	5/3/10	3991042	7/5/11	7	Registered	Section 8 & 15 due 7/5/17
EDRIVE	U.S.	85314196	5/6/11	4133100	4/24/12	7	Registered	Section 8 & 15 due 4/24/18
SMARTFLEX	U.S.	85939137	5/22/13	4508007	4/1/14	7	Registered	Section 8 & 15 due 4/1/20
SMARTPACE	U.S.	86431297	10/22/14	5027695	8/23/16	7	Registered	Section 8 & 15 due 8/23/22

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Class	Status	Comments
SMARTPACE	U.S.	86431311	10/22/14	5037086	9/6/16	7	Registered	
SMARTGRIP	U.S.	86753966	9/11/15			7	Filed	
	U.S.	87246439	11/23/16			7	Filed	
	U.S.	87284493	12/29/2016			7	Filed	

TRADEMARK

REEL: 006012 FRAME: 0848

RECORDED: 03/20/2017