

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marshall Excelsior Co.		03/20/2017	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 S. Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3787998	MEC	
Registration Number:	4150394	GAS BOX	
Registration Number:	3846179	ACCU-MAX	
Registration Number:	4628293	EXCELA-FLO	
Registration Number:	4328695	TURBO-FLO	
Registration Number:	4129507	FLEX-VENT	
Registration Number:	4153135	EXCELERATOR	
Registration Number:	2042479	DUAL BONNET	
Serial Number:	86828100	EXCELA-FLANGE	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.363		

OP \$240.00 3787998

NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	03/20/2017
Total Attachments: 5 source=Marshall TM#page1.tif source=Marshall TM#page2.tif source=Marshall TM#page3.tif source=Marshall TM#page4.tif source=Marshall TM#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2017, by MARSHALL EXCELSIOR CO., a Michigan corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among Grantor, as Borrower, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor execute that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the ratable benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and

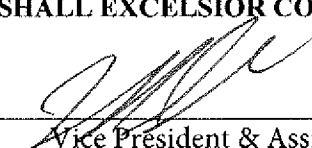
affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same, instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MARSHALL EXCELSIOR CO., a Michigan corporation

By: 
Title: Vice President & Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MARSHALL EXCELSIOR CO., a Michigan corporation

By: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By _____
Name Craig Dugan
Title VP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK LICENSES

U.S.

Grantor	Mark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Marshall Excelsior Co.	MEC LOGO	77/511742	3,787,998	6/30/2008	5/11/2010
Marshall Excelsior Co.	GAS BOX	77/511688	4,150,394	6/30/2008	5/29/2012
Marshall Excelsior Co.	ACCU-MAX	77/743052	3,846,179	5/22/2009	9/7/2010
Marshall Excelsior Co.	EXCELA-FLO	86/219346	4,628,293	3/12/2014	10/28/2014
Marshall Excelsior Co.	TURBO-FLO	85/192042	4,328,695	12/7/2010	4/30/2013
Marshall Excelsior Co.	FLEX-VENT	85/214851	4,129,507	1/11/2011	4/17/2012
Marshall Excelsior Co.	EXCELERATOR	85/392192	4,153,135	8/8/2011	6/5/2012
Marshall Excelsior Co.	DUAL BONNET	74/675465	2,042,479	5/17/1995	3/4/1997
Marshall Excelsior Co.	EXCELA-FLANGE	86/828,100	Pending	11/21/2015	Pending

CA

Grantor	Mark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Marshall Excelsior Co.	MEC LOGO	1423288	807,789	12/30/2008	9/28/2011
Marshall Excelsior Co.	ACCU-MAX	1459645	838,925	11/19/2009	12/21/2012
Marshall Excelsior Co.	EXCELERATOR	1562728	897,060	2/3/2012	2/23/2015
Marshall Excelsior Co.	EXCELA-FLO	1693496	Pending	9/12/2014	Pending
Marshall Excelsior Co.	EXCELA-FLANGE	1757702	Pending	12/3/2015	Pending