

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Van Diest Supply Company		04/11/2017	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Cooperatieve Rabobank U.A., New York Branch, as Administrative Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	a cooperative banking organization: NETHERLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5031080		
Registration Number:	3898299	N-TENSE	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	612-766-6911		
Email:	susan.carlson@faegrebd.com		
Correspondent Name:	Susan Carlson, Faegre Baker Daniels LLP		
Address Line 1:	90 South 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	04/18/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the “**Agreement**”), dated as of April 11, 2017 is made by and between **VAN DIEST SUPPLY COMPANY**, an Iowa corporation having its principal business location at the address set forth on the signature page hereto (the “**Company**”), and **COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH**, as Administrative Agent, having a business location at the address set forth on the signature page hereto (“**Administrative Agent**”).

RECITALS

A. Pursuant to a Credit Agreement (together with all amendments, modifications and restatements of such agreement, the “**Credit Agreement**”) of even date herewith among the Company, the Administrative Agent and the other Lenders, as defined therein, the Lenders have agreed to make advances to the Company.

B. As a condition to extending credit under the Credit Agreement, the Lenders have required the execution and delivery of this Agreement by the Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Credit Agreement not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of the Company’s right, title and interest in and to any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on *Exhibit A* attached hereto, (b) all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of the Company’s business symbolized by the foregoing or connected therewith, and (f) all of the Company’s rights corresponding thereto throughout the world.

2. **Security Interest.** The Company hereby irrevocably pledges and assigns to, and grants the Administrative Agent, for the ratable benefit of the Lenders, a security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Trademarks to secure payment of all indebtedness, liabilities and other obligations of the Company to the Administrative Agent and the Lenders. As set forth in the Credit Agreement and certain other Loan Documents, the Security Interest is coupled with a security interest in certain personal property of the Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **General Rights and Obligations.** Except as expressly set forth herein, the rights and obligations of the Company, the Administrative Agent and the Lenders with respect to the Trademarks

shall in all respects be governed by the Credit Agreement and the other Loan Documents, the terms of which are incorporated as fully as if set forth at length herein.

Signature Page Follows.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

VAN DIEST SUPPLY COMPANY

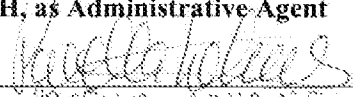
By: Robert Van Diest
Name: Robert Van Diest
Its: Chairman & CEO

Address:
1434 - 220th Street
Highway 20 West
Box 610
Webster City, Iowa 50595

Signature Page to Trademark Security Agreement

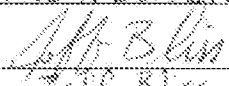
TRADEMARK
REEL: 006036 FRAME: 0433

**COÖPERATIEVE RABOBANK U.A., NEW YORK
BRANCH, as Administrative Agent**

By: 

Name: VACELLA LEONE

Its: VICE PRESIDENT

By: 

Name: Jeff Bliss

Its: Executive Director

Address:
245 Park Avenue
New York, New York 10167

EXHIBIT A

Registered Marks

Mark	Registration Number	Registration Date	Filing Date
(Design Mark)	5031080	August 30, 2016	January 19, 2016
N-Tense	3898299	January 4, 2011	November 10, 2008

Common Law Marks

Common law rights in all trademarks and service marks used in connection with the business, including but not limited to, "VAN DIEST", and "VAN DIEST SUPPLY COMPANY", logos which include the words "VAN DIEST", and "VAN DIEST SUPPLY COMPANY".