

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tazz Conveyor Corporation		03/28/2017	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Grundy National Bank		
Street Address:	P.O. Box 2080		
City:	Grundy		
State/Country:	VIRGINIA		
Postal Code:	24614		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76477871	EXALON	
Serial Number:	78320206	IDLER PAL	
Serial Number:	76174555	EZEE-LOC	
CORRESPONDENCE DATA			
Fax Number:	2769886707		
<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:	276-988-7979		
Email:	realestate@awwlaw.com		
Correspondent Name:	Bernard McGraw-Altizer, Walk and White		
Address Line 1:	209 East Main Street		
Address Line 4:	Tazewell, VIRGINIA 24630		
NAME OF SUBMITTER:	Bernard Alan McGraw		
SIGNATURE:	/BAM/		
DATE SIGNED:	06/06/2017		
Total Attachments: 9			
source=Trademark Security Agreement#page1.tif			
source=Trademark Security Agreement#page2.tif			
source=Trademark Security Agreement#page3.tif			
source=Trademark Security Agreement#page4.tif			

OP \$90.00 76477871

source=Trademark Security Agreement#page5.tif

source=Trademark Security Agreement#page6.tif

source=Trademark Security Agreement#page7.tif

source=Trademark Security Agreement#page8.tif

source=Trademark Security Agreement#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 28th day of March, 2017 between Grundy National Bank, having an office at P.O. Box 2080, Grundy, Virginia 24614 (together with its successors and assigns, "Lender"), and Tazz Conveyor Corporation, a Virginia Corporation having its principal place of business at 208 Walnut Street, North Tazewell, Virginia 24630, ("Company").

RECITALS:

Company desires to obtain loans and other financial accommodations from Lender pursuant to certain Loan Documents including, but not limited to, a Security Agreement and Note dated on or about the date hereof (as at time amended, restated, supplemented or otherwise modified, the "Loan Documents") by and between Company and Lender.

Lender is willing to make loans and other financial accommodations to Company from time to time, pursuant to the terms of the Loan Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final of the Obligations.
2. To secure the prompt payment and performance of all the Obligations, Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral");
 - (a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and make a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark

registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

- (a) the goodwill of Company's business connected with and symbolized by the Trademarks; and
- (b) all proceeds of the foregoing.

3. Company represents and warrants to Lender that:

- (a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;
- (b) This Agreement will create a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against Company in accordance with its terms;
- (c) To the knowledge of the Company, no claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;
- (d) Company has the unqualified right to enter into this Agreement and perform its terms;
- (e) Each of the Trademarks is valid and enforceable; and
- (f) Company is the sole and exclusive owner of the entire right, title and interest in and all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons, except Permitted Liens.

4. Company covenants and agrees with Lender that:

- (a) Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Lenders request, provide Lender quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by and officer of Company;
- (b) Company will not change the quality of the products associated with the Trademarks without Lender's prior written consent; and

- (c) Except for Trademarks abandoned by Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.
5. Company hereby grants to Lender and its employees and agents visitation, audit, and inspection rights with respect to Company and the Trademark Collateral.
6. Until Full Payment of all Obligations, Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.
7. If, before Full Payment of all of the Obligations, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and Company shall give to Lender prompt notice thereof in writing.
8. Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under Section 2 or Section 7 hereof.
9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under Applicable Law. Without limiting the generality of foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time any of the Trademark Collateral. Company hereby agrees that ten (10) days written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable

notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees). Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all the Obligations shall be paid over to Company. If any deficiency shall arise, Company and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

10. Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers, and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title on or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind of nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Company (it being the intent of the Company and Lender that Company shall be responsible for the payment of all sums, fees, costs, and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by Company **on demand** by Lender

and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum rate if interest than applicable for Revolver Loans.

12. Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Company shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademark. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender, unless Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.
13. Notwithstanding anything to the contrary contained in Section 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any licensed hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute and any and all proper documents required by Lender to aid such enforcement, or defense, and Company shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this Section 13.
14. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Lender may discharge such obligations in Company's name or in the Lender's name, in Lender's sole discretion, but at Company's expense, and Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant of this Agreement.

15. No course of dealing between Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.
17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties, hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.
19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.
20. Company hereby waives notice of Lender's acceptance hereof.
21. **This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia.**
22. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND LENDER EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRADEMARK COLLATERAL.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first written above.

TAZZ CONVEYOR CORPORATION

By: Ernest Browning, Jr.
Ernest Malcolm Browning, Jr., President

GRUNDY NATIONAL BANK

By: Donna Thompson
Its: SVP/Sis

EXHIBIT A

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial/ Registration Number</u>	<u>Registration Date</u>
EXALON	United States Patent and Trademark Office	76477871	06/08/04
IDLER PAL	United States Patent and Trademark Office	78320206	07/10/07
EZEE-LOC	United States Patent and Trademark Office	76174555	10/08/02

Unregistered Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
RETRO-LOC	United States	N/A	N/A
FLEX-PAL	United States	N/A	N/A

EXHIBIT B

Certificate

The undersigned officer of Tazz Conveyor Corporation, a Virginia Corporation ("Company"), does hereby certify to Grundy National Bank ("Lender"), that the quality of the products associated with the trademarks, trademark registrations, trade names and trademark applications listed on Exhibit A of that certain Trademark Security Agreement dated March 28, 2017, between Company and Lender (as amended from time to time include any additional trademarks, trademark registrations, trade names and trademark applications acquired by Company after the date thereof, the ("Agreement"), has been maintained at a level of consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this 28th day of March, 2017.

TAZZ CONVEYOR CORPORATION

By: Ernest Malcolm Browning, Jr.
Ernest Malcolm Browning, Jr., President

GRUNDY NATIONAL BANK

By: [Signature]
Its: [Signature]