# CH \$140.00 350597;

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM431295

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ProSteel Security Products, Inc.		06/14/2017	Corporation: DELAWARE
ProSteel Security Holdings, Inc.		06/14/2017	Corporation: DELAWARE
ProSteel Holdings, LLC		06/14/2017	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Aldine Capital Fund II, L.P., as Agent		
Street Address:	30 West Monroe Street, Suite 710		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Limited Partnership: DELAWARE		

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3505972	DPX
Registration Number:	3111258	PROSTEEL
Registration Number:	2979713	THEFTGARD
Registration Number:	2865620	OMNIBARRIER
Registration Number:	2768132	DUO FORMED

#### CORRESPONDENCE DATA

**Fax Number:** 3129021061

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:** 312.577.8034

**Email:** oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 339733-9

NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	06/14/2017
Total Attachments: 10	
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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of June 14, 2017, is made by **PROSTEEL SECURITY PRODUCTS, INC.**, a Delaware corporation, **PROSTEEL SECURITY HOLDINGS, INC.**, a Delaware corporation and **PROSTEEL HOLDINGS, LLC**, a Delaware limited liability company and certain of their Subsidiaries from time to time party hereto as grantors (such Subsidiaries, together with Parent and Lanier, collectively, the "**Grantors**" and each a "**Grantor**") in favor of **ALDINE CAPITAL FUND II, L.P.**, a Delaware limited partnership, ("**Agent**"), as Agent under the Note Purchase Agreement (as defined below).

#### **RECITALS:**

WHEREAS, Grantors, certain other Credit Parties from time to time party thereto, and Agent are parties to those certain Notes and Note Purchase and Security Agreement dated as of the date hereof (as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, the "Note Purchase Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Note Purchase Agreement), pursuant to which Agent has agreed to purchase certain promissory notes from Issuer identified in the Note Purchase Agreement;

WHEREAS, in order to induce Agent to enter into the Note Purchase Agreement and the other Financing Documents and to purchase the Notes thereunder, each Grantor has agreed to grant to Agent, for itself and for the benefit of the Purchasers, a continuing security interest in and to the Collateral pursuant to (i) the Note Purchase Agreement and (ii) this Agreement, in each case in order to secure the prompt and complete payment, observance and performance of, among other things, the Obligations; and

**NOW, THEREFORE**, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor (intending to be legally bound) hereby agrees as follows:

- 1. <u>Incorporation of Note Purchase Agreement</u>. The Note Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein (including in the preamble and recitals hereof) shall have the same meanings herein as in the Note Purchase Agreement, <u>provided</u>, <u>however</u>, that the following terms shall have the meanings given them as set forth below (terms defined in the singular to have the same meaning when used in the plural, and vice versa, unless otherwise expressly indicated):
- (i) "Copyrights" shall mean, as to any Person, all of the following in which any Grantor has or hereafter acquires any rights: all copyrights (whether registered or unregistered), all registrations, recordings, and renewals thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof.

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- (ii) "Copyright License" shall mean, as to any Person, any and all rights of such Person under any license, contract or other agreement (whether written or oral) granting any right to use any Copyright or Copyright registration.
- "Intellectual Property" shall mean, as to any Person, all of the following (iii) now owned or hereafter acquired by such Person or in which such Person has or acquires any rights arising under applicable law: (a) all Patents, Copyrights, Trademarks; and (b) Patent Licenses, Trademark Licenses, Copyright Licenses and other licenses to use any of the items described in the preceding clause (a); (c) all intellectual property recognized under or established by the laws or any jurisdiction, whether statutory or common law, registered or unregistered, published or unpublished, including, without limitation, domain names, trade secrets, inventions, processes, designs, formulas, customer lists, and other intellectual or proprietary rights or interests, of any kind, nature or description whatsoever; (d) and all registrations and applications for registration thereof; (e) all goodwill associated with any of the foregoing; (f) all licenses and franchises related to any of the foregoing; and (g) any and all rights related to the foregoing, including (i) rights to royalties, revenues, income, or other payments arising therefrom, (ii) right to pursue and maintain registrations and applications for any of the foregoing, and (iii) rights with respect to all accrued and unaccrued claims and causes of action (whether in contract, tort, or otherwise) or rights to claim, sue or collect damages for, or enjoin or obtain other legal or equitable relief for, an infringement, misuse, misappropriation, dilution, violation, unfair competition, or other impairment (whether past, present, or future) thereof, including expired items, tax refund claims, claims against carrier and shippers, insurance claims, guaranty claims, all other claims, proof of claims filed in any bankruptcy, insolvency or other proceeding, contract rights, choses in action, security interests, security deposits and rights to indemnification.
- (iv) "Intellectual Property Licenses" shall mean, as to any Person, any Copyright License, Patent License, Trademark License or other license of rights or interests of such Person in Intellectual Property
- (v) "Patents" shall mean, as to any Person, all of the following in which such Person has or acquires any rights: (a) all letters patent of the United States or any other country, all registrations, issuances and recordings thereof, and all applications for letters patent of the United States or any other country,; and (b) all reissues, reexaminations, divisionals, continuations, continuations-in-part, nationalizations, validations, renewals and extensions thereof.
- (vi) "Patent License" shall mean, as to any Person, any license, contract or other agreement (whether written or oral) in which such Person has or acquires any rights granting to such Person any right to use any Patent.
- (vii) "Trademarks" shall mean, as to any Person, all of the following in which such Person has or acquires any rights: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation,

registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof or any other country or any political subdivision thereof, (ii) all renewals thereof and (iii) all goodwill associated with or symbolized by any of the foregoing.

- (viii) "**Trademark License**" shall mean, as to any Person, any license, contract or other agreement (whether written or oral) in which such Person has or acquires any rights granting to such Person any right to use any Trademark.
- 2. <u>Security Interest in Intellectual Property</u>. To secure the complete satisfaction and payment and performance when due or declared due of all of the Obligations, each Grantor hereby grants to and in favor of Agent, for its benefit and for the benefit of each of the Purchasers, a security interest and lien having priority over all other security interests and Liens, with power of sale upon the occurrence and during the continuance of an Event of Default, in and to any and all of such Grantor's right, title and interest in and to any and all Intellectual Property now owned and existing and hereafter arising, created or acquired.
- 3. <u>Representations and Warranties</u>. Each Grantor hereby represents and warrants to Agent, which representations and warranties shall survive the execution and delivery of this Agreement, that:
- (i) As of the date hereof, <u>Exhibit A</u> hereto lists all Intellectual Property that is currently registered or for which an application for registration is currently pending that is owned by such Grantor. Such Grantor is the sole and exclusive owner of such Intellectual Property, free and clear of any Liens, except for any applicable Permitted Liens; and
- (ii) Such Grantor is duly authorized to execute and deliver this Agreement and perform its terms, this Agreement has been executed and delivered by a duly authorized officer of such Grantor, and this Agreement is a legally valid and binding obligation of such Grantor, enforceable against such Grantor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally and to general principles of equity.
- 4. <u>Restrictions on Future Agreements</u>. Each Grantor agrees that, until all Obligations shall have been paid in full in accordance with the provisions of the Note Purchase Agreement and Agent's commitment to purchase Notes from Issuer have expired or have been terminated, such Grantor shall not, without the prior written consent of Agent, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property, except as expressly permitted under the Note Purchase Agreement (including, without limitation, with respect to Permitted Liens), and each Grantor further agrees that it shall comply with the covenants set forth in Article 14 of the Note Purchase Agreement.
- 5. <u>New Intellectual Property</u>. If, before all Obligations shall have been paid in full in accordance with the provisions of the Note Purchase Agreement and Agent's commitment to purchase Notes from Issuer have expired or have been terminated, any Grantor shall (i) become aware of any existing Intellectual Property of which such Grantor has not previously informed

- Agent, (ii) obtain rights to any new Intellectual Property, or (iii) become entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and such Grantor shall immediately provide notice thereof to Agent. Upon receipt of such notice from such Grantor, each Grantor hereby authorizes Agent to modify this Agreement by amending Exhibit A to include any such Intellectual Property, and to file or refile this Agreement with the United States Patent and Trademark Office and United States Copyright Office, as applicable. Upon Agent's reasonable request, each Grantor agrees to duly execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Agent's interest in all Intellectual Property added to Exhibit A pursuant to this Section.
- Royalties; Terms; Rights Upon Default. The term of this Agreement shall extend until the earlier of (i) the expiration or lapse of all of the respective Intellectual Property upon which a security interest is granted by each Grantor in favor of Agent hereunder, or (ii) such time as the Obligations have been paid in full in accordance with the provisions of the Note Purchase Agreement and Agent's commitment to purchase Notes from Issuer have expired or have been terminated. Each Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all Intellectual Property shall be as extensive as the rights of such Grantor to use such Intellectual Property, and without any liability for royalties or other related charges from Agent to such Grantor (with respect to Trademarks, subject to reasonable quality control in favor of such Grantor). Upon the occurrence and during the continuance of any Event of Default, each Grantor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Agent as assignee of such Grantor's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Agent as assignee of such Grantor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Agent as assignee of such Grantor's entire interest therein and in the goodwill of such Grantor's business connected therewith and symbolized thereby.
- 7. <u>Effect on Note Purchase Agreement</u>. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under and pursuant to the Note Purchase Agreement but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Note Purchase Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the UCC as enacted in the State of Illinois. In the event of any conflict between the terms of this Agreement and the Note Purchase Agreement, the Note Purchase Agreement shall control.
- 8. <u>Release of Agreement</u>. Upon such time as the Obligations are paid in full in accordance with the provisions of the Note Purchase Agreement and Agent's commitment to purchase Notes from Issuer have expired or have been terminated, this Agreement shall terminate, and Agent shall execute and deliver any document reasonably requested by any

Grantor, at such Grantor's sole cost and expense, as shall be necessary or advisable to evidence termination of the security interest granted by such Grantor to Agent hereunder.

- 9. <u>Expenses</u>. All reasonable out-of-pocket fees, costs and expenses, of whatever kind or nature, including expenses incurred in accordance with Sections 14.2 and 3.4 of the Note Purchase Agreement by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by each Grantor, on a joint and several basis, on demand by Agent, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the default rate of interest set forth in the Note Purchase Agreement.
- 10. <u>Waivers</u>. No course of dealing between any of the Grantors, on the one hand, and Agent, on the other hand, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Note Purchase Agreement 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.
- 11. <u>Severability</u>. 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.
- 12. <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except (i) as specifically provided in <u>Section 5</u> hereof, or (ii) by a writing signed by each Grantor and Agent.
- 13. <u>Cumulative Remedies</u>. All of Agent's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Note Purchase Agreement (or the Note Purchase Agreement), or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.
- 14. <u>Binding Effect; Benefits</u>. This Agreement shall be binding upon each Grantor and its respective successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; <u>provided</u>, <u>however</u>, no Grantor shall assign this Agreement or any of such Grantor's obligations hereunder without the prior written consent of Agent.
- 15. <u>Governing Law</u>. This Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Illinois, without regard to choice of law or conflict of law principles.
- 16. <u>Headings; Counterparts</u>. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one

and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

- 17. <u>Further Assurances</u>. Each Grantor agrees to promptly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Each Grantor acknowledges that a copy of this Agreement will be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Grantors.
- 18. <u>Survival of Representations</u>. All representations and warranties of each Grantor contained in this Agreement shall survive the execution and delivery of this Agreement and shall be remade as true and correct in all material respects (provided that if any representation or warranty is by its terms qualified by concepts of materiality, such representation or warranty shall be true and correct in all respects) on the date of each borrowing under the Note Purchase Agreement.
- 19. Venue: Jury Trial Waiver. (a) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE NON-EXCLUSIVE JURISDICTION OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, WITH REGARD TO ANY ACTIONS OR PROCEEDINGS ARISING FROM, RELATING TO OR IN CONNECTION WITH THE OBLIGATIONS, THIS AGREEMENT. EACH GRANTOR HEREBY WAIVES ANY RIGHT SUCH GRANTOR MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION FILED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER FINANCING DOCUMENT AGAINST THE GRANTORS OR THEIR PROPERTIES IN THE COURTS OF ANY JURISDICTION.
- (b) TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION, EACH GRANTOR AND AGENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT. EACH GRANTOR HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.

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- 6 -

IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Security Agreement as of the date first written above.

PROSTEEL SECURITY PRODUCTS, INC., a

Delaware corporation

Name: Clay Limord

Title: Chief Executive Officer and Secretary

PROSTEEL SECURITY HOLDINGS, INC., a

Delaware corporation

Title: Chief Executive Officer and Secretary

**PROSTEEL HOLDINGS, LLC**, a Delaware limited

liability company

Name: Clay Lanford

Title: Chief Executive Officer and Secretary

Agreed and Accepted as of date first written above.

## ALDINE CAPITAL FUND II, L.P., as Agent

By: Aldine GP II, LLC, its general partners, By: Aldine Capital Partners, Inc. its manager

By:\_

Name: Michael J. Revord

Title: President

# EXHIBIT A INTELLECTUAL PROPERTY

# 1. Patent Applications and Registrations

Grantor	Patent	Status	Application Date	Application Number	Registration Date	Registration Number
ProSteel	Modular safe	Registered	7/22/13	13947160	1/5/16	9226577
Security	interior					
Products Inc.						
ProSteel	Gun safe door	Registered	8/11/10	12854762	11/5/13	RE44568
Security	storage system					
Products Inc.						
ProSteel	Corner bolt	Registered	10/7/10	12900284	10/2/12	8276527
Security	locking system					
Products Inc.						
ProSteel	Adjustable shelf	Registered	9/16/11	29401910	6/26/12	D662341
Security						
Products Inc.						
ProSteel	Rifle rack	Registered	10/1/10	29376150	8/16/11	D643500
Security						
Products Inc.						
ProSteel	Door-mounted	Registered	10/22/04	10971584	2/1/11	7877920
Security	rifle rack					
Products Inc.						
ProSteel	Force deflector	Registered	5/10/06	11431233	2/23/10	7665405
Security						
Products Inc.						
ProSteel	Gun safe door	Registered	2/13/07	11674484	8/12/08	7409790
Security	storage system					
Products Inc.						

# 2. Copyright Applications and Registrations

None.

# 3. <u>Trademark Applications and Registrations</u>

Grantor	Mark	Status	Application Date	Application Number	Registration Date	Registration Number
ProSteel	DPX	Registered	4/2/07	77146762	9/23/08	3505972
Security						
Products, Inc.						
ProSteel	PROSTEEL	Renewed	10/1/04	78492849	7/4/06	3111258
Security		(Registered)				
Products, Inc.						

Exhibit A-1

ProSteel	THEFTGARD	Renewed	1/2/04	78347296	7/26/05	2979713
Security		(Registered)				
Products, Inc.						
ProSteel	OMNIBARRIER	Renewed	8/17/01	78079859	7/20/04	2865620
Security		(Registered)				
Products, Inc.						
ProSteel	DUO FORMED	Renewed	8/17/01	78079864	9/23/03	2768132
Security		(Registered)				
Products, Inc.						

# 4. Domain Names

	Registrant/	Creation Date	
Domain Name	Registrant		Expiration Date
	Organization		
BrowningProSeries.com	Rick Stepp	11/29/2011	11/29/2017
BrowningProSteel.com	Rick Stepp	2/11/2011	2/11/2021
BrowningProSteelGunsafes.com	Rick Stepp	2/11/2011	2/11/2021
BrowningProSteelMasterSeries.com	Rick Stepp	2/11/2011	2/11/2021
BrowningProSteelProSeries.com	Rick Stepp	11/29/2011	11/29/2017
BrowningProSteelSafes.com	Rick Stepp	2/11/2011	2/11/2021
ProSteelSafe.com	Rick Stepp	1/12/2012	1/12/2018
ProSteelSafes.com	Rick Stepp	1/12/2012	1/12/2018
ProSteelSecurity.com	Rick Stepp	1/12/2012	1/12/2022
ProSteel.us	Pro Steel	5/7/2002	05/06/2019
TheftGard.com	Rick Stepp	2/25/2011	2/25/2018

**RECORDED: 06/14/2017**