TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433412

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Correction to Change Nature of Conveyance from Intellectual Property Assignment to Security Interest Previously Recorded at Reel/Frame No. 1329/0378
RESUBMIT DOCUMENT ID:	900409288

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fred S. Carver, Inc.		03/27/1995	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	First National Bank of Chicago, The
Street Address:	One First National Plaza
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60670
Entity Type:	National Banking Association: ILLINOIS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0525152	THE CARVER LABORATORY PRESS FOR QUICK-AC
Registration Number:	0514666	CARVER

CORRESPONDENCE DATA

Fax Number:

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.

Email: TRADEMARKS@BLANKROME.COM
Correspondent Name: SUSAN B. FLOHR
Address Line 1: BLANK ROME LLP
Address Line 2: 1825 EYE STREET NW
Address Line 4: WASHINGTON, UNITED STATES 20006

ATTORNEY DOCKET NUMBER:	200423.00303
NAME OF SUBMITTER:	Susan B. Flohr
SIGNATURE:	/sbf/
DATE SIGNED:	06/30/2017

Total Attachments: 22
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FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Fred S. Carver, Inc.

- ☐ Individual(s)
- ☐ General Partnership
- ☒ Corporation-State WI
- ☐ Other
- ☐ Association
- ☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: The First National Bank of Chicago

Internal Address:

Street Address: One First National Plaza

City: Chicago State: IL ZIP: 60670

- ☐ Individual(s) citizenship
- ☒ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

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3. Nature of conveyance:

40

- ☐ Assignment
- ☐ Security Agreement
- ☒ Other Intellectual Property Assignment
- ☐ Merger
- ☐ Change of Name

Execution Date: March 7, 1995

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
514,666 1,793,413
525,152

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 W. Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) $ 90.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath
Name of Person Signing

Laura Konrath
Signature

89193843

3/23/95
Date

Total number of pages including cover sheet, attachments, and document: 21

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is dated as of March 7, 1995 by and between FRED S. CARVER, INC., a Wisconsin corporation (the "Assignor"), and THE FIRST NATIONAL BANK OF CHICAGO, as agent (the "Agent") for the Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among Sterling Products, Inc. (the "Borrower"), the financial institutions signatory thereto (the "Lenders"), the Agent and The Boatmen's National Bank of St. Louis, as Co-Agent (as from time to time restated, amended or modified, the "Credit Agreement"), the Lenders have agreed to make certain loans to the Assignor; and

WHEREAS, as a condition to entering into the Credit Agreement the Lenders have required that the Assignor (a) guaranty the obligations of the Borrower under the Credit Agreement and (b) grant to the Agent, on behalf of the Lenders and at the Agent's request, a security interest in certain of the Assignor's assets;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS AND EFFECT.**

1.1. General Terms. As used in this Assignment:

"Assignment" means this Intellectual Property Assignment, as it may be amended, modified or restated from time to time.

"Collateral" has the meaning ascribed to it by Section 2 hereof.

"Copyrights" has the meaning ascribed to it by Section 2(a) hereof.

"Default" means an event described in Section 5 hereof.

"Licenses" has the meaning ascribed to it by Section 2(c) hereof.

"Lien" means any security interest, mortgage, pledge, hypothecation, lien, claim, charge, encumbrance, title retention agreement, or lessor's interest, in or on the Collateral or any portion thereof.

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"Obligations" means the obligations of the Assignor under that certain Guaranty dated as of the date hereof by the Assignor and the other guarantors named therein in favor of the Agent and the Lenders.

"Patents" has the meaning ascribed to it by Section 2(d) hereof.

"Related Documents" means, collectively, all documents and things in the Assignor's possession related to the production and sale by the Assignor, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Assignor in connection with the Patents, Trademarks, Copyrights or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks.

"Section" means a numbered section of this Assignment, unless another document is specifically referenced.

"Trademarks" has the meaning ascribed to it in Section 2(b) hereof.

"Unmatured Default" means an event which but for the lapse of requisite time or the giving of requisite notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST.**

The Assignor hereby sells, assigns, transfers and sets over to the Agent, for the benefit of itself and the Lenders, and grants to the Agent, for the benefit of itself and the Lenders, a security interest in all of the Assignor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the "Collateral") to secure payment of the Obligations:

(a) all United States and foreign copyrights, including, without limitation, copyrights listed on Exhibit A hereto, and applications therefor and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States and foreign copyrights including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

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(b) all United States and foreign trademarks, tradename and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademark, service mark and tradename registrations and applications listed on Exhibit B hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) all license agreements in which the Assignor is or becomes licensed (or grants or permits, whether now or in the future a license) to use a copyright, trademark, service mark, tradename, patent or the related know-how including, without limitation, the license agreements listed on Exhibit C hereto (the "Licenses");

(d) all United States and foreign patents and patent applications, whether in the United States or any foreign jurisdiction, and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto, including, without limitation, the patents and patent applications listed on Exhibit D hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the "Patents");

(e) the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks;

(f) the Related Documents; and

(g) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

3. **REPRESENTATIONS AND WARRANTIES.**

The Assignor represents and warrants to the Agent and the Lenders that:

3.1. Existence and Standing. The Assignor is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and the Assignor has all requisite authority to conduct its business and is qualified to do business

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in each jurisdiction in which its business is conducted except those jurisdictions in which the failure to so qualify could not reasonably be expected to have a Material Adverse Effect.

3.2. Authorization, Validity and Enforceability. The execution, delivery and performance by the Assignor of this Assignment have been duly authorized by proper corporate proceedings, and this Assignment constitutes a legal, valid and binding obligation of the Assignor and creates a security interest which is enforceable against the Assignor in all now owned and hereafter acquired Collateral.

3.3. Conflicting Laws and Contracts. Neither the execution and delivery by the Assignor of this Assignment, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof, will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Assignor or the Assignor's articles of incorporation or by-laws, the provisions of any indenture, instrument or agreement to which the Assignor is a party or is subject, or by which it, or its property, is bound, or conflict therewith or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement.

3.4. Principal Location. As of the date hereof, the Assignor's mailing address, and the location of its chief executive office and the books and records relating to the Collateral are disclosed in Exhibit E hereto.

3.5. No Other Names. The Assignor has not conducted business under any name except the name in which it has executed this Assignment or as otherwise disclosed pursuant to the Loan Documents.

3.6. No Default. No Default or Unmatured Default exists.

3.7. No Financing Statements. Upon the making of the filings and recordings specified in clauses (a) and (b) of Section 3.8 below, the Agent will have a first priority perfected security interest in the Collateral. No financing statement or similar document describing all or any portion of the Collateral which has not lapsed or been terminated naming the Assignor as debtor or assignor has been filed in any jurisdiction or office, including, without limitation, the United States Patent and Trademark Office or the United States Copyright Office, except for those financing statements to be terminated concurrent with the repayment in full of the amounts due and owing to Household Commercial Financial Services, Inc. by the Assignor.

3.8. Security Interest. This Assignment creates a valid security interest in and collateral assignment of the Collateral, enforceable against the Assignor and all third parties, securing

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payment of the Obligations, which security interest will be perfected, with respect to rights in the United States, upon (a) the recording of this Assignment in the Office of the Commissioner of Patents and Trademarks and the United States Copyright Office, and (b) the filing of Uniform Commercial Code financing statements with the Secretary of State of Wisconsin.

3.9. Registrations. The Assignor has duly and properly applied for registration of the Copyrights, Trademarks and Patents listed in Exhibits A, B and D hereto as indicated thereon, respectively, in the United States Patent and Trademark Office or the Copyright Office, as applicable.

3.10. Litigation. There has been no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of the Assignor's officers, threatened against or affecting the Assignor or its Subsidiaries challenging the Assignor's right, title and interest in the Collateral or alleging that the Assignor's use of any Collateral violates the rights of any Person. To the Assignor's knowledge, the Assignor's use of the Collateral does not infringe upon the rights of any third party.

3.11. Complete Listing. The Copyrights, Trademarks, Licenses and Patents set forth on the Schedules hereto constitute, as of the date hereof, all Copyrights, Trademarks, Licenses and Patents of the Assignor, and, upon release of the Liens referred to in Section 3.7, Assignor has good and marketable title to all such property, free and clear of all Liens other than those in favor of the Agent and the Lenders.

4. **COVENANTS.**

From the date of this Assignment, and thereafter until this Assignment is terminated:

4.1. Inspection. The Assignor will permit the Agent, by representatives and agents, to examine and make copies of the records of the Assignor relating to the Collateral, and to discuss the Collateral and the records of the Assignor with respect thereto with, and to be advised as to the same by, the Assignor's officers and employees at such reasonable times and intervals as the Agent may designate.

4.2. Taxes. The Assignor will pay when due all taxes, assessments and governmental charges and levies upon the Collateral to the extent permitted pursuant to Section 6.5 of the Credit Agreement.

4.3. Records and Reports. The Assignor will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Agent shall from time to time reasonably request.

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4.4. Notice of Default. The Assignor will give prompt notice in writing to the Agent and the Lenders of the occurrence of any Default or Unmatured Default and of any other development, financial or other, which would have a Material Adverse Effect.

4.5. Financing Statements and Other Actions. The Assignor will execute and deliver to the Agent all financing statements and other documents from time to time requested by the Agent or any Lender in order to maintain and/or perfect a first perfected security interest in the Collateral.

4.6. Disposition of Collateral. Except for non-exclusive licensing agreements, or intellectual property which in Assignor's reasonable judgment no longer has sufficient value to the business to justify maintenance thereof, or as permitted under the Credit Agreement, or as permitted by the Agent and the Lenders, which permission shall not be unreasonably withheld, denied or delayed, the Assignor will not sell, lease or otherwise dispose of the Collateral.

4.7. Liens. The Assignor will not create, incur or suffer to exist any Lien upon the Collateral except the security interest created by this Assignment and as otherwise permitted by Section 6.18 of the Credit Agreement.

4.8. Other Financing Statements. The Assignor will not sign or authorize the signing on its behalf of any financing statement naming it as debtor covering all or any portion of the Collateral, except financing statements naming the Agent, on behalf of the Lenders, as secured party.

4.9. Preservation of Value. The Assignor agrees to protect and preserve the value and integrity of all material Trademarks, Patents, Copyrights and Licenses and, to that end, shall maintain the quality of any and all of its products or services bearing the trademarks or service marks included in such Trademarks, Patents, Copyrights or Licenses consistent with the quality of such products and services of such marks as of the date of this Assignment. Recognizing the certainty of changes in the requirements and needs of the marketplace, the Assignor may use reasonable commercial judgment in controlling the quality of such products and services and in decisions regarding the maintenance of such Trademarks, Patents, Copyrights and Licenses.

4.10. Collateral Royalties; Term. The Assignor hereby agrees that any use by the Agent, on behalf of the Lenders, to the extent required to enjoy the rights of the Lenders hereunder, of any Patents, Copyrights, Trademarks and Licenses as described above shall be worldwide, to the extent possessed by the Assignor, and without any liability for royalties or other related charges from the Agent or any Lender to the Assignor. The term of the assignments and grants of security interests granted herein shall extend until the expiration of each of the respective Copyrights,

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Trademarks, Patents and Licenses assigned or pledged hereunder, or until the Obligations have been indefeasibly paid in full, no commitment by the Agent or any Lender exists that could give rise to any Obligations and the Credit Agreement and this Assignment have been terminated, whichever first occurs.

4.11. Annual Report. The Assignor shall provide the Agent upon request, and in any event prior to April 15 of each year, with a list of all new applications for United States and foreign copyrights, patents and trademarks, which new applications shall be subject to the terms and conditions of this Assignment. The Assignor hereby authorizes the Agent to modify this Assignment by amending the Exhibits hereto to include any such new Trademarks, Patents, Copyrights or Licenses and to re-record this Assignment from time to time as the Agent sees fit.

4.12. Duties of Assignor. The Assignor shall have the duty (a) to prosecute diligently any application to register the material Patents, Trademarks and Copyrights pending as of the date hereof or thereafter until all Obligations have been indefeasibly paid in full, (b) to make application on unpatented but patentable material inventions and on material Trademarks and Copyrights, as appropriate or as requested by the Agent, and (c) to preserve and maintain all rights in all applications to register material Patents, Trademarks and Copyrights. Any expenses incurred in connection with such applications shall be borne by the Assignor. The Assignor shall not abandon any right to file an application to register material Patents, Trademarks and Copyrights without the prior written consent of the Agent.

4.13. Delivery of Certificates. Upon the request of the Agent, the Assignor shall deliver to the Agent copies of all existing and future official Certificates of Registration for the Patents, Trademarks and Copyrights.

4.14. Notice of Proceedings. The Assignor shall promptly notify the Agent and the Lenders of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any agency of any state or any court regarding the Assignor's right, title and interest in any material Patent, Trademark or Copyright or the Assignor's right to register any material Patent, Trademark or Copyright.

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5. **DEFAULT.**

5.1. The occurrence of any one or more of the following events shall constitute a Default:

5.1.1. Any representation or warranty made or deemed made by or on behalf of the Assignor to the Agent or the Lenders under or in connection with this Assignment shall be false in any material respect as of the date on which made or deemed made.

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5.1.2. The breach by the Assignor of any of the terms or provisions of Section 4.4, 4.5, 4.6, 4.7, 4.8, 4.9 or 8.5 hereof.

5.1.3. The breach by the Assignor (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2 hereof) of any of the terms or provisions of this Assignment which is not remedied within twenty (20) days after the giving of written notice by the Agent.

5.1.4. The occurrence of any "Default" under and as defined in the Credit Agreement.

5.2. Acceleration and Remedies. If any Default described in the Credit Agreement occurs with respect to the Assignor, the obligations of the Lenders to make Loans thereunder and the right of the Lenders to declare the Obligations to be due and payable shall be determined in accordance with the Credit Agreement.

5.3. Assignor's Obligations Upon Default. Upon the request of the Agent after a Default occurs and is continuing, the Assignor will:

5.3.1. Assembly of Collateral. Assemble and make available to the Agent the Collateral and all records relating thereto at the main office of the Assignor or at such other place or places reasonably specified by the Agent.

5.3.2. Secured Party Access. Permit the Agent, by the Agent's representatives and agents, to enter and remain on any premises where all or any part of the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or such books and records and to remove all or any part of the Collateral or such books and records.

6. **WAIVERS, AMENDMENTS AND REMEDIES.**

6.1. Remedies. In the event that any Default has occurred and is continuing, the Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Assignor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more portions at public or private sale or sales or dispositions, at any exchange, broker's board or at any of the Agent's offices or elsewhere upon such terms and conditions as the Agent may deem advisable and at such prices as the Agent may deem best, for any combination of cash or on credit or for future delivery without assumption of any credit risk, with the right to the Agent or any Lender upon any such sale or sales or

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dispositions, public or private, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption in the Assignor, which right or equity is hereby expressly waived and released.

6.2. Waivers and Amendments. No delay or omission of the Agent or any Lender to exercise any right or remedy granted under this Assignment shall impair such right or remedy or be construed to be a waiver of any Unmatured Default or Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Assignment whatsoever shall be valid unless in writing signed by the Agent and the Required Lenders (if so required by the Credit Agreement), and then only to the extent specifically set forth in such writing; provided, however, that any amendment purporting to release the Collateral shall be valid only if signed by the Agent in accordance with the terms of the Credit Agreement. All rights and remedies contained in this Assignment or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Obligations have been indefeasibly paid in full.

7. **PROCEEDS.**

7.1. Special Collateral Account. After a Default has occurred and is continuing, all cash proceeds of the Collateral received by the Agent shall be deposited in a special cash collateral account with the Agent and held there as security for the Obligations.

7.2. Application of Proceeds. The proceeds of the Collateral shall be applied by the Agent to payment of the Obligations in the following order unless a court of competent jurisdiction shall otherwise direct:

(a) FIRST, to payment of all reasonable costs and expenses of the Agent and the Lenders incurred in connection with the collection and enforcement of the Obligations or of the security interest granted to the Agent and the Lenders pursuant to this Assignment, including all costs and expenses of any sale pursuant hereto, and of any judicial or private proceedings in which such sale may be made, and of all other expenses, liabilities and advances made or incurred by the Agent, the Lenders and the agents and attorneys of each of them, together with interest at the Default Rate on such costs, expenses and liabilities and on all advances made by the Agent or any Lender from the date any such cost, expense or liability is due, owing or unpaid or any such advance is made, in each case until paid in full;

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(b) SECOND, to payment of any amounts due and owing in accordance with the application of proceeds section set forth in Section 7.3 to the Borrower Security Agreement; and

(c) THIRD, the balance, if any, after all of the Obligations have been satisfied, shall be remitted as required by law.

8. **GENERAL PROVISIONS**.

8.1. Notice of Disposition of Collateral. The Assignor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Assignor, addressed as set forth in Section 10 hereof, at least ten (10) days prior to any such public sale or the time after which any such private sale or other disposition may be made.

8.2. Agent Performance of Assignor Obligations. Without having any obligation to do so, upon either (a) notice to the Assignor or (b) the occurrence of an Unmatured Default or a Default, the Agent may perform or pay any obligation which the Assignor has agreed to perform or pay in this Assignment and the Assignor shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 8.2. The Assignor's obligation to reimburse the Agent pursuant to the preceding sentence shall be an Obligation payable on demand.

8.3. Authorization for Agent to Take Certain Action. The Assignor irrevocably authorizes the Agent at any time and from time to time, in the sole discretion of the Agent, upon either (a) notice to the Assignor or (b) the occurrence of an Unmatured Default or a Default: (i) to execute on behalf of the Assignor as debtor and to file financing statements and other documents with the United States Patent and Trademark Office or Copyright Office or otherwise which are necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the Agent's and Lenders' security interest in the Collateral; (ii) to endorse and collect any cash proceeds of the Collateral; or (iii) to file a carbon, photographic or other reproduction of this Assignment or any financing statement with respect to the Collateral as a financing statement in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's and the Lenders' security interest in the Collateral. At any time and from time to time after the Obligations have been declared or become due and payable in accordance with the Credit Agreement, the Assignor authorizes the Agent to apply the proceeds of any Collateral received by the Agent to the Obligations as provided in Section 7 hereof.

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8.4. Specific Performance of Certain Covenants. The Assignor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1, 4.5, 4.6, 4.13, 5.3 and 8.5 hereof will cause irreparable injury to the Agent and the Lenders and that the Agent and the Lenders have no adequate remedy at law in respect of such breaches and therefore agree, without limiting the right of the Agent or the Lenders to seek and obtain specific performance of other obligations of the Assignor contained in this Assignment, that the covenants of the Assignor contained in the Sections referred to in this Section 8.4 shall be specifically enforceable against the Assignor.

8.5. Dispositions Not Authorized. Except as provided for by the Credit Agreement, the Assignor is not authorized to sell or otherwise dispose of the Collateral and notwithstanding any course of dealing between the Assignor and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral shall be binding upon the Agent or the Lenders unless such authorization is in writing signed by the Agent with the consent of the Required Lenders or all Lenders, as required by the Credit Agreement.

8.6. Definition of Certain Terms. Terms defined in the Illinois Uniform Commercial Code which are not otherwise defined in this Assignment are used in this Assignment as defined in the Illinois Uniform Commercial Code as in effect on the date hereof.

8.7. Benefit of Agreement. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the Assignor, the Agent and the Lenders and their respective successors and assigns, except that the Assignor shall not have the right to assign its rights or obligations under this Assignment or any interest herein, without the prior written consent of the Agent and the Lenders.

8.8. Survival of Representations. All representations and warranties of the Assignor contained in this Assignment shall survive the execution and delivery of this Assignment.

8.9. Taxes and Expenses. Any taxes (including, without limitation, any sales, gross receipts, general corporation, personal property, privilege or license taxes, but not including any federal or other taxes imposed upon the Agent or any Lender, with respect to its gross or net income or profits arising out of this Assignment) payable or ruled payable by any Federal or State authority in respect of this Assignment shall be paid by the Assignor, together with interest and penalties, if any. The Assignor shall reimburse (a) the Agent for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the preparation, execution, delivery,

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administration, collection and enforcement of this Assignment and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral), and (b) the Agent and each Lender for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent or such Lender) paid or incurred by the Agent or such Lender in connection with the collection and enforcement of this Assignment.

8.10. Headings. The title of and section headings in this Assignment are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Assignment.

8.11. Termination. This Assignment shall continue in effect (notwithstanding the fact that from time there may be no Obligations or commitments therefor outstanding) until the payment in full of the Obligations and the termination of the Credit Agreement in accordance with its terms and all commitments of the Lenders thereunder, at which time the security interests granted hereby shall terminate and any and all rights to the Collateral shall revert to the Assignor. Upon such termination, the Agent shall promptly return to the Assignor, at the Assignor's expense, such of the Collateral held by the Agent as shall not have been sold or otherwise applied pursuant to the terms hereof. The Agent will promptly execute and deliver to the Assignor such other documents as the Assignor shall reasonably request to evidence such termination.

8.12. Entire Agreement. This Assignment, the Credit Agreement and the other Loan Documents embody the entire agreement and understanding between the Assignor and the Agent relating to the Collateral and supersede all prior agreements and understandings between the Assignor and the Agent relating to the Collateral.

8.13. Indemnity. The Assignor hereby agrees to assume liability for, and does hereby agree to indemnify and keep harmless the Agent and each Lender, its successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature, imposed on, incurred by or asserted against the Agent or any Lender, or its successors, assigns, agents and employees, in any way relating to or arising out of this Assignment, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (other than liability resulting from the gross negligence or willful misconduct of the Agent or any such Lender).

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8.14. Releases. Upon termination of this Assignment in accordance with the provisions of Section 8.11 hereof, the Agent and the Lenders shall, at the Assignor's request and expense, execute such releases as the Assignor may reasonably request, in form and upon terms acceptable to the Agent and the Lenders in all respects.

8.15. Waivers. Except to the extent expressly otherwise provided herein or in any other Loan Document, the Assignor waives, to the extent permitted by applicable law, (a) any right to require either the Agent or any Lender to proceed against any other person, to exhaust its rights in any other collateral, or to pursue any other right which either the Agent or any Lender may have, and (b) with respect to the Obligations, presentment and demand for payment, protest, notice of protest and non-payment, and notice of the intention to accelerate.

8.16. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Assignment by signing any such counterpart. This Assignment shall be effective when it has been executed by the Assignor and the Agent.

8.17. **CHOICE OF LAW. THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS, WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS, OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8.18. Marshalling. Neither the Agent nor any Lender shall be under any obligation to marshall any assets in favor of the Assignor or any other party or against or in payment of any or all of the Obligations.

9. THE AGENT.

The First National Bank of Chicago has been appointed as Agent for the Lenders hereunder pursuant to Article X of the Credit Agreement, and the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Article X. Any successor Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

10. NOTICES.

10.1. Sending Notices. Any notice required or permitted to be given under this Assignment shall be given in accordance with Section 13.1 of the Credit Agreement.

10.2. Change in Address for Notices. The Assignor and the Agent or any Lender may change the address for service of notice upon it by a notice in writing to the other.

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by their duly authorized representatives as of the date first set forth above.

FRED S. CARVER, INC.

By: Robert Dwyer

Its: Senior Vice President

THE FIRST NATIONAL BANK OF CHICAGO, as Agent

By: K. J. Bourne

Its: Managing Director

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The foregoing Intellectual Property Assignment was executed and acknowledged before me this 7th day of March, 1995 by Robert Dwyer, personally known to me to be the Senior Vice President of FRED S. CARVER, INC., a Wisconsin corporation, on behalf of such corporation.

Susan A. Jackson
NOTARY PUBLIC

"OFFICIAL SEAL"
Susan A. Jackson
Notary Public, State of Illinois
My Commission Expires 4/2/96

My Commission Expires: 4/2/96

(SEAL)

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EXHIBIT A

COPYRIGHTS

Registration No.	Date of Issuance	Title
	NONE	

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EXHIBIT B

TRADEMARKS

U.S. Registration or Serial No.	Registered Mark	Date of Issuance	Expiry Date	Application Date (if not yet issued)
514,666	CARVER	9/6/49	9/6/09	
525,152	*	5/9/50	5/9/00	
1,793,413	ACCUSTAMP	9/21/93	9/21/99	

* For Quick-Accurate-Small Scale Tests, The Carver Laboratory Press (and design)

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EXHIBIT C

LICENSES

Date	Parties	Subject of License	Term

NONE

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EXHIBIT D

PATENTS

Patent or Application No.	Filing Date/ Issue Date	Invention	Expiry Date
3,724,819	4/3/73	Granular Feeder	

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EXHIBIT E

RECORDED
PATENT & TRADEMARK OFFICE

MAR 27 95

Principal Place of Business and Mailing Address:

1569 Morris Street
Wabash, IN 46992
Attn: Chief Financial Officer

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Document Number: 22807