

07/05/2017

Form PTO-1594 (Rev. 6-12)  
OMB Collection 0651-0027 (exp. 04/30/2011)



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

MRD 7-5-17 RE 103677439 TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

WESTERN SLATE COMPANY d/b/a W S HAMPSHIRE, INC.

- Individual(s)
- Partnership
- Corporation- State: ILLINOIS
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 6/23/2017

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: STATE BANK OF THE LAKES

Street Address: 440 LAKE STREET

City: ANTIOCH

State: ILLINOIS

Country: UNITED STATES Zip: 60002

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship ILLINOIS
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

N/A

B. Trademark Registration No.(s)

3762722; 3698531

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

N/A

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

Name: LAVELLE LAW, LTD.

Internal Address: ATTN: STEVEN A. MIGALA

Street Address: 1933 NORTH MEACHAM ROAD  
SUITE 600

City: SCHAUMBURG

State: ILLINOIS Zip: 60173

Phone Number: 847-705-7555

Docket Number: N/A

Email Address: SMIGALA@LAVELLELAW.COM

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number N/A

Authorized User Name

9. Signature:

*Jh*  
Signature  
Joshua A. Nesser

Name of Person Signing

01 FC:8521 6/26/17  
02 FC:8522

Date

48:00-OP  
25:00-OP

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

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 006101 FRAME: 0799

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of June 23, 2017, is executed by and between WESTERN SLATE COMPANY d/b/a W S HAMPSHIRE, INC., an Illinois corporation (the "**Grantor**"), which has its chief executive office located at 365 Keyes Avenue, Hampshire, Illinois 60140, and STATE BANK OF THE LAKES, an Illinois banking corporation (the "**Bank**"), whose address is 440 Lake Street, Antioch, Illinois 60002.

### RECITALS:

A. The Grantor and the Bank previously entered into that certain Loan and Security Agreement dated as of October 21, 2010, as modified and amended from time to time (collectively, the "**Original Loan Agreement**"), pursuant to which Original Loan Agreement, the Bank has made (a) a Revolving Loan to the Grantor evidenced by that certain Revolving Note dated as of August 5, 2015 in the maximum principal amount of Three Million and 00/100 Dollars (\$3,000,000.00), executed by the Grantor and made payable to the order of the Bank (the "**Existing Revolving Note**"), (b) a Term Loan to the Grantor evidenced by that certain Term Note dated as of August 5, 2015 in the original principal amount of One Hundred Fifty Six Thousand Six Hundred Eighty Three and 00/100 Dollars (\$156,683.00), executed by the Grantor and made payable to the order of the Bank (the "**Existing Term Note**"), (c) a Capex Loan to the Grantor evidenced by that certain Capex Note dated as of August 22, 2013 in the original principal amount of One Hundred Seventy Five Thousand Nine Hundred Seven and 00/100 Dollars (\$175,907.00), executed by the Grantor and made payable to the order of the Bank ("**Existing Capex Note A**"), (d) a Capex Loan to the Grantor evidenced by that certain Capex Note dated as of August 22, 2013 in the maximum principal amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00), executed by the Grantor and made payable to the order of the Bank ("**Existing Capex Note B**"), and (e) a Capex Loan to the Grantor evidenced by that certain Capex Note dated as of January 27, 2015 in the maximum principal amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00), executed by the Grantor and made payable to the order of the Bank ("**Existing Capex Note C**"). Existing Capex Note B has since been paid in full, and the Bank's commitment to make future Capex Loans under Existing Capex Note A, Existing Capex Note B and Existing Capex Note C has since expired.

B. The Grantor and the Bank entered into that certain Amended and Restated Loan and Security Agreement and Waiver of even date herewith (the "**Amended Loan Agreement**"), pursuant to which Amended Loan Agreement: (1) the Bank agreed to waive certain violations by the Grantor of the Fixed Charge Coverage covenant set forth in Section 10.2 of the Original Loan Agreement, (2) the Bank and the Grantor agreed to amend such Fixed Charge Coverage covenant, pursuant to the terms and conditions of such Amended Loan Agreement, and (3) the Grantor and the Bank agreed to amended and restate the Original Loan Agreement to set forth the terms and conditions governing the Loans (as defined in the Amended Loan Agreement)

C. Pursuant to the Amended Loan Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

D. Pursuant to the terms of the Amended Loan Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Amended Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Amended Loan Agreement, the Grantor does hereby grant to the Bank a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "**Trademark Collateral**");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "**Patent Collateral**").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Amended Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect


to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Amended Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

**[SIGNATURE PAGES FOLLOW]**

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

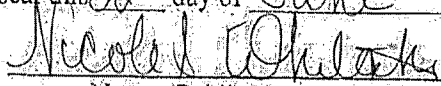
WESTERN SLATE COMPANY d/b/a W S  
HAMPSHIRE, INC., an Illinois corporation

By:   
Name: Jeffrey A. Pope  
Title: President

STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF Cook            )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffrey A. Pope, the President of WESTERN SLATE COMPANY d/b/a W S HAMPSHIRE, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2<sup>nd</sup> day of June, 2017.

  
Notary Public

My Commission **FEDERAL SEAL**  
Nicole S. Whitaker  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 05/02/18

**[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]**

Acknowledged:

STATE BANK OF THE LAKES,  
an Illinois banking corporation

By:   
Name: Lynn M. Roth  
Title: Vice President

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
77785061	3762722	July 20, 2009	March 23, 2010
77704637	3698531	April 1, 2009	October 20, 2009

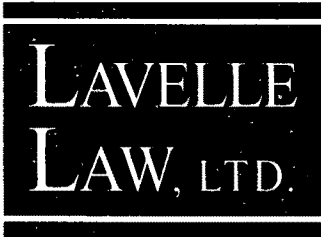
All common law trademark rights in "Timco" and "Timcogrip" and any other trademark, service mark, trade name, or trade dress rights owned by Timco, Inc. and assigned to Grantor by Timco, Inc. under that certain Trademark Assignment dated as of June 23, 2017 and executed by Timco, Inc. for the benefit of Grantor.

SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Date of Patent Application</b>
None			





CHICAGO

180 NORTH LASALLE STREET  
SUITE 2503  
CHICAGO, ILLINOIS 60601  
TELEPHONE: 312-332-7555  
FACSIMILE: 312-332-4611

SCHAUMBURG

1933 NORTH MEACHAM ROAD  
SUITE 600  
SCHAUMBURG, ILLINOIS 60173  
TELEPHONE: 847-705-7555  
FACSIMILE: 847-705-9960

WRITER'S DIRECT LINE: 312-888-4113  
WRITER'S E-MAIL: [jnesser@lavellelaw.com](mailto:jnesser@lavellelaw.com)  
WRITER'S DIRECT FAX: 847-241-1526

June 28, 2017

**SENT VIA U.S. CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mail Stop Assignment Recordation Branch  
Director of the USPTO  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

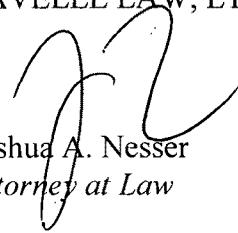
**Re: RECORDATION OF TRADEMARK CONVEYANCE**

Dear Sir or Madam:

Enclosed you will find Form PTO-1594, Recordation Form Cover Sheet (Trademarks), along with an executed copy of the subject Patent and Trademark Security Agreement, for recording. Also enclosed is a check payable to the USPTO in the amount of \$65.00.

Please record this document at your earliest convenience and notify me when you have done so. If you are unable to do so for any reason, please contact me immediately.

Sincerely,  
LAVELLE LAW, LTD.



Joshua A. Nesser  
*Attorney at Law*

Enclosures

- cc: Mke Bragg ([mbragg@wintrust.com](mailto:mbragg@wintrust.com))
- Bill Robin ([wrobin@wintrust.com](mailto:wrobin@wintrust.com))
- Lynn Roth ([lroth@sbotl.com](mailto:lroth@sbotl.com))
- Steven A. Migala ([smigala@lavellelaw.com](mailto:smigala@lavellelaw.com))

S:\4751-5000\4894\Amended and Restated Loan Documents\USPTO.ltr.recording.6.26.17.doc