

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Martin Yale Industries LLC		10/31/2017	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	First Midwest Bank		
Street Address:	One Pierce Place		
Internal Address:	Suite 1500		
City:	Itasca		
State/Country:	ILLINOIS		
Postal Code:	60143		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4423811	DRY-LAM	
Registration Number:	4423812	DRY-LAM	
Registration Number:	4190130	COLORTAC DMT	
Registration Number:	4320293	COLORTAC/DMT	
Registration Number:	1598586	DRY-LAM	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Joel Schaider		
Address Line 1:	Reed Smith, LLP		
Address Line 2:	10 South Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Joel Schaider		
SIGNATURE:	/Joel Schaider/		
DATE SIGNED:	11/02/2017		

OP \$140.00 4423811

Total Attachments: 3

source=Grant of Trademark Security Interest - Executed - Martin Yale Industries#page1.tif

source=Grant of Trademark Security Interest - Executed - Martin Yale Industries#page2.tif

source=Grant of Trademark Security Interest - Executed - Martin Yale Industries#page3.tif

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, MARTIN YALE INDUSTRIES LLC, a Michigan limited liability company ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Business Loan Agreement dated as of June 30, 2016 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the "Business Loan Agreement") by and between First Midwest Bank ("Lender") and Grantor, Lender has made certain commitments, subject to the terms and conditions set forth in the Business Loan Agreement, to extend a certain credit facility to Grantor. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Business Loan Agreement; and

WHEREAS, pursuant to the terms of a Commercial Security Agreement dated as of June 30, 2016 (said Commercial Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), between Grantor and Lender, Grantor has created in favor of Lender a security interest in, and Lender has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Lender pursuant to the Security Agreement, Grantor hereby grants to Lender a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to the trademarks owned by Grantor as set forth on Schedule A (collectively, the "Trademarks"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of October 31, 2017.

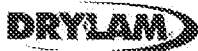
MARTIN YALE INDUSTRIES, LLC

By: LV2 STRATEGIC PARTNERS, LLC, Manager

By: 

Name: John Pollock
Title: Manager

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Trademark	Trademark Registration Number	Date of Registration	Jurisdiction
DRY-LAM112.90	4423811	10/29/2013	US
	4423812	10/29/2013	US
COLORTAC DMT	4,190,130	8/14/2012	US
COLORTAC/DMT	4,320,293	4/16/2013	US
DRY-LAM	1,598,586	5/29/1990	US