

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM447655

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|---|--|--|--------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Build-To-Demand Inc. | | 10/16/2017 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Factory Concepts LLC | | |
| Street Address: | 95 Mar Vista Way | | |
| City: | Port Washington | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98055 | | |
| Entity Type: | Limited Liability Company: WASHINGTON | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85781414 | VALUE STREAM MODELING | |
| Registration Number: | 4664225 | BUILD-TO-DEMAND: THE LEAN END GAME | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 617 484 9461 | | |
| Email: | gdiehl@comcast.net | | |
| Correspondent Name: | Gregory Diehl | | |
| Address Line 1: | 183 Sycamore Street | | |
| Address Line 4: | Watertown, MASSACHUSETTS 02472 | | |
| NAME OF SUBMITTER: | Gregory Diehl | | |
| SIGNATURE: | /Gregory Diehl/ | | |
| DATE SIGNED: | 10/18/2017 | | |
| Total Attachments: 2 | | | |
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| source=uspto- assoc#page2.tif | | | |

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|---|------------------|
| NAME OF SUBMITTER: | William Walker |
| SIGNATURE: | /William Walker/ |
| DATE SIGNED: | 10/31/2017 |
| Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of October 3, 2017, is made by and between Socius Ingredients, LLC, an Illinois limited liability company (“**Grantor**”), in favor of BMO Harris Bank, N.A., a national banking association (the “**Secured Party**”).

WHEREAS, Grantor, together with Socius Holdings LLC and SP Technologies LLC as co-borrowers (collectively with Grantor, the “**Borrowers**”), entered into a Credit Agreement with the Secured Party dated as of even date herewith (the “**Credit Agreement**”);

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Credit Agreement, the Borrowers executed and delivered to the Secured Party that certain General Security Agreement dated of even date herewith (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Borrowers granted to the Secured Party, a security interest in, among other property, certain intellectual property and agreed to execute and deliver other documents such as this Trademark Security Agreement, for recording with federal government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized manager as of the date first above written.

GRANTOR:

SOCIUS INGREDIENTS, LLC

BY: SOCIUS HOLDINGS LLC

Its: _____

By: Martin O'Donovan

Name: MARTIN O'DONOVAN

Title: President

AGREED TO AND ACCEPTED:


BMO HARRIS BANK, N.A.

By: Michael Robins

Name: MICHAEL ROBINS

Title: DIRECTOR

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

| Matter No. | Trademark | Country | G&S | Status | Reg No. | Reg Date |
|------------|--|--------------------------|---|------------|-----------|------------|
| 60002 | CIRCLE DESIGN  | United States of America | 1: Protein ingredients, namely, casein, caseinates, whey proteins, milk protein concentrates as ingredients for use in the manufacture of processed food, foodstuffs and beverages; hydrocolloids and protein/hydrocolloid blends as ingredients for use in the manufacture of processed food, foodstuffs and beverages; soluble and dispersible proteins and protein/hydrocolloid blends as ingredients for use in the manufacture of processed food, foodstuffs and beverages; dairy powders as ingredients for use in the manufacture of processed food, foodstuffs and beverages, 2: Food colorings for use as ingredients in the manufacture of processed food, foodstuffs and beverages | Registered | 4,655,116 | 12/16/2014 |
| 60004 | CLEAR WHEY | United States of America | 2: Food colorants, namely, encapsulated food colorings use in the manufacture of cheese and cheese products | Registered | 4,647,974 | 12/2/2014 |
| 60005 | INGREDIENTS BY DESIGN | United States of America | 1: Protein ingredients, namely, casein, caseinates, whey proteins, milk protein concentrates as ingredients for use in the manufacture of processed food, foodstuffs and beverages; hydrocolloids and protein/hydrocolloid blends as ingredients for use in the manufacture of processed food, foodstuffs and beverages; soluble and dispersible proteins and protein/hydrocolloid blends as ingredients for use in the manufacture of processed food, foodstuffs and beverages; dairy powders as ingredients for use in the manufacture of processed food, foodstuffs and beverages, 2: Food colorings for use as ingredients in the manufacture of processed food, foodstuffs and beverages | Registered | 4,647,634 | 12/2/2014 |
| 60000 | SO-CLEAR | United States of America | 2: Food colorings as ingredients for use in the manufacture of processed food, foodstuffs and beverages | Registered | 4,909,203 | 3/1/2016 |
| 60007 | SO-LAC | United States of America | 1: Dairy powders as ingredients for use in the manufacture of processed food, foodstuffs and beverages | Registered | 4,546,952 | 6/10/2014 |
| 60010 | SO-PRO | United States of America | 1: Protein ingredients, namely, casein, caseinates, whey proteins, milk protein concentrates and non-dairy proteins for use as ingredients in the manufacture of processed food, foodstuffs and beverages | Registered | 4,546,863 | 6/10/2014 |
| 60008 | SO-SOL | United States of America | 1: Soluble and dispersible proteins and protein/hydrocolloid blends as ingredients for use in the manufacture of processed food, foodstuffs and beverages | Registered | 4,546,866 | 6/10/2014 |
| 60003 | SO-TEC | United States of America | 1: Specialty proteins as ingredients, namely, casein, caseinates, whey proteins, milk protein concentrates, potato proteins, rice proteins, algal proteins, soy proteins and pea proteins for use in the manufacture of processed food, foodstuffs and beverages; and hydrocolloids as ingredients for use in the manufacture of processed food, foodstuffs and beverages, 2: Food colorants for use as ingredients in the | Registered | 4,655,101 | 12/16/2014 |

| Matter No. | Trademark | Country | G&S | Status | Reg No. | Reg Date |
|------------|-----------|--------------------------|---|------------|-----------|-----------|
| 60009 | SO-TEXT | United States of America | manufacture of processed food, foodstuffs and beverages 1: Hydrocolloids and protein/hydrocolloid blends as ingredients for use in the manufacture of processed food, foodstuffs and beverages | Registered | 4,546,864 | 6/10/2014 |
| 60006 | SOCIUS | United States of America | 1: Protein ingredients, namely, casein, caseinates, whey proteins, milk protein concentrates as ingredients for use in the manufacture of processed food, foodstuffs and beverages; hydrocolloids and protein/hydrocolloid blends as ingredients for use in the manufacture of processed food, foodstuffs and beverages; soluble and dispersible proteins and protein/hydrocolloid blends as ingredients for use in the manufacture of processed food, foodstuffs and beverages; dairy powders as ingredients for use in the manufacture of processed food, foodstuffs and beverages, 2: Food colorings for use as ingredients in the manufacture of processed food, foodstuffs and beverages | Registered | 4,647,633 | 12/2/2014 |