

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Control Devices, LLC		12/08/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Trailhead Fund Limited Partnership		
Street Address:	90 S 7th St		
Internal Address:	3700 Wells Fargo Center		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3682650	KERICK VALVE INCORPORATED	
Registration Number:	2495671	FLEXI-HINGE	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	612-766-6911		
Email:	susan.carlson@faegrebd.com		
Correspondent Name:	Faegre Baker Daniels LLP		
Address Line 1:	90 S 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	12/12/2017		
Total Attachments: 4			
source=Control Devices Security Agreement Trademarks#page1.tif			
source=Control Devices Security Agreement Trademarks#page2.tif			
source=Control Devices Security Agreement Trademarks#page3.tif			

OP \$65.00 3682650

THIS INSTRUMENT, THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY, AND ANY LIENS EVIDENCED HEREBY ARE AND SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED IN RIGHT OF PAYMENT TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN AMENDED AND RESTATED SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 8, 2017 AMONG ASSOCIATED BANK, NATIONAL ASSOCIATION, TRAILHEAD FUND LIMITED PARTNERSHIP, GMB MEZZANINE CAPITAL II, L.P., ALBERT GALLATIN LLC, CD OPCO HOLDING CORPORATION, CONTROL DEVICES, LLC, HARRISON WORLDWIDE LLC, JAMES NORRIS, JAMES REUTER, RONALD J. HAGER, JASON DONOVAN, DANIEL LAMMERS, AS AMENDED, RESTATED OR MODIFIED, TO THE PRIOR PAYMENT IN FULL IN CASH OF ALL SENIOR DEBT (AS DEFINED THEREIN).

Confirmatory Grant of Security Interest in Trademarks

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made effective as of December 8, 2017, by and from the grantor party hereto (the “Grantor”), to and in favor of Trailhead Fund Limited Partnership, a Delaware limited partnership, as administrative agent (in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties (as defined in the Security Agreement defined below).

WHEREAS, the Grantor has granted security interests to the Administrative Agent for the benefit of the Secured Parties under the Amended and Restated Pledge and Security Agreement dated as of December, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than

contingent indemnification obligations), the Administrative Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.


CONTROL DEVICES, LLC

By: _____


Name: James Reuter

Title: Chief Executive Officer, Secretary and
Treasurer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Mark	Reg. No.	Reg. Date	Country
KERICK VALVE INCORPORATED 	3,682,650	9/15/09	US
FLEXI-HINGE	2,495,671	10/9/01	US