

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Williams Plastics LLC		12/15/2017	Limited Liability Company:
Next Promotions LLC		12/15/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Parkway Bank & Trust Company		
Street Address:	4800 North Harlem Avenue		
City:	Harwood Heights		
State/Country:	ILLINOIS		
Postal Code:	60706		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4209838	ROADSTER	
Registration Number:	3561947	KLEAN TOUCH	
Registration Number:	3604069	E VOLVE	
Registration Number:	2330297	ACRYLINE	
Registration Number:	3778545	DOUBLE IMAGE RATTMATT	
Registration Number:	3951200	E GREEN	
Registration Number:	2650648	JOURNEY	
Registration Number:	2972796	LOW RIDER	
Registration Number:	2984895	OMEGA	
Registration Number:	2005080	RATTMATT	
Registration Number:	1421087	CRYSTALEX	
Registration Number:	3336235	SERVE & LEARN	
CORRESPONDENCE DATA			
Fax Number:	7025671568		
<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:	702-257-1483		
Email:	ipdocket@h2law.com		

OP \$315.00 4209838

Correspondent Name: Howard & Howard Attorneys PLLC
Address Line 1: 450 West Fourth Street
Address Line 2: 115281.00001
Address Line 4: Royal Oak, MICHIGAN 48067

NAME OF SUBMITTER: Daniel H. Bliss

SIGNATURE: /Daniel H. Bliss/

DATE SIGNED: 01/17/2018

Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of **December 15, 2017**, by **Williams Plastics LLC**, an Indiana limited liability company ("Williams") and **Next Promotions LLC**, an Indiana limited liability company ("Next," Williams and Next are each a "Grantor," and sometimes together "Grantor" or "Grantors"), in favor of **PARKWAY BANK & TRUST COMPANY**, an Illinois banking corporation (together with any of its affiliate or subsidiary corporations, or their successors or assigns, being collectively referred to herein as the "Bank").

RECITALS

A. The Grantors entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank pursuant to which the Bank agreed to make certain loans to the Grantors.

B. Pursuant to the terms of Loan Agreement, Grantor granted to the Bank, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors 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 Grantors under the Loan Agreement.

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

D. This Agreement is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by the Grantors of its obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Agreement (the Loan Agreement, the Note, this Agreement, and all other documents evidencing or securing the Indebtedness or delivered in connection with the making of the Loan are hereinafter referred to collectively as the "Loan Documents").

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

AGREEMENTS:

1. **Definitions and Incorporation.** The foregoing recitals constitute an integral part of this Assignment, evidencing the intent of the Grantors and describing the circumstances surrounding its execution. Accordingly, the recitals are, by this express reference, made a part of the covenants hereof, and this Agreement shall be construed in the light thereof. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. In consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, the Grantors 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 – Part 2 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors 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 – Part 2 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 Grantors 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").

3. If Grantor shall obtain rights to any new Trademarks, Licenses for Trademarks, Patents or Licenses for Patents, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new Trademarks, Licenses for Trademarks, Patents or Licenses for Patents. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Bank unilaterally to modify this Agreement by amending Schedules to include any such new Trademarks, Licenses for Trademarks, Patents or Licenses for Patents of Grantor, and hereby appoints Bank as Grantor's attorney-in-fact, coupled with an interest, to do so. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedules shall in any way affect, invalidate or detract from Bank's

continuing security interest in all Trademark Collateral and Patent Collateral, whether or not listed on the Schedules.

4. This security interest is granted in conjunction with the security interests granted to the Bank pursuant to Loan Agreement and subject to limitations set forth therein. The Grantors 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES, AND APPLICABLE FEDERAL LAW.

6. FORUM SELECTION AND CONSENT TO JURISDICTION. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE THE BANK FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. THE GRANTORS HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE GRANTORS FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. THE GRANTORS HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

7. WAIVER OF JURY TRIAL. THE BANK AND THE GRANTORS, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT, ANY OF THE OTHER OBLIGATIONS, THE COLLATERAL, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH THE BANK AND THE GRANTORS IS ADVERSE

PARTIES, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BANK GRANTING ANY FINANCIAL ACCOMMODATION TO THE GRANTORS.

[signature page follows]

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Registrant	Country	Class(es)	Status	Registration No.	App. No.	Reg. No.	Reg. Date	Exp. Date	Comments	File No.
ROADITION	Williams Industries, Inc.	United States of America	Class 24: bags	Registered	65-262717	191172007	4296036	06/19/2013	06/19/2018	Not Renewed	17127
WILSON PRODUCT	Williams Industries, Inc.	United States of America	Class 9: mobile phone, accessory kit comprised of mouse pad, keyboard, calendar, decals and prepaid cards, sold together as a unit Class 16: calendar Class 26: counter mats roll of paper	Registered	77-268182	06202007	1381627	07/13/2008	07/13/2013	Not Renewed	17127
WOLFEY	Williams Industries, Inc.	United States of America	Class 21: beverageware Class 40: custom manufacture of general product lines in the field of promotional items and point of purchase displays, customized printing of magnetic cards and signs for promotional and advertising purposes on the goods of others	Registered	77-268180	06202008	3996056	06/07/2010	06/07/2015	Not Renewed	17127
WOLFEY	Williams Industries, Inc.	United States of America	Class 21: plastic drinking system	Registered	77-268181	06202008	2330207	03/14/2010	03/14/2015	Not Renewed	17127
WOLFEY WAG PARTYMAN	Williams Industries, Inc.	United States of America	Class 9: mobile phone, accessory kit comprised of mouse pad, keyboard, calendar, decals and prepaid cards, sold together as a unit Class 16: calendar Class 26: counter mats roll of paper	Registered	77-262947	06202007	1719545	06/20/2010	06/20/2015	Not Renewed	17127
WOLFEY	Williams Industries, Inc.	United States of America	Class 21: beverageware Class 40: custom manufacture of general product lines in the field of promotional items, point of purchase displays, and promotional items	Registered	77-262945	06202008	3991230	06/08/2011	06/08/2016	Not Renewed	17127
WOLFEY	Williams Industries, Inc.	United States of America	Class 21: plastic bags	Registered	76-268726	06202001	0816949	11/10/2001	11/10/2007	Not Renewed	17127
WOLFEY	Williams Industries, Inc.	United States of America	Class 21: plastic bags	Registered	76-102987	06202002	1212728	07/19/2002	07/19/2007	Not Renewed	17127
WOLFEY	Williams Industries, Inc.	United States of America	Class 21: plastic lunch bags	Registered	76-102986	11/08/2002	3996056	06/16/2010	06/16/2015	Not Renewed	17127
WOLFEY	Williams Industries, Inc.	United States of America	Class 9: mobile phone for use with wireless control device	Registered	76-102989	11/08/2002	2027002	02/27/2008	12/11/2013	Not Renewed	17127
CRYSTALEX	Williams Industries, Inc.	United States of America	Class 26: emblems and decorative articles made of plastic, namely picture frames Class 21: bowls, candy dishes, trays, carabatters, cookie holders, and vases Class 28: Christmas ornaments	Registered	77-304357	12/27/1993	1421967	12/19/1998	12/19/2003	Not Renewed	12011
WOLFEY LEARN	Williams Industries, Inc.	United States of America	Class 40: custom manufacture of kits comprised of plates, cups, balloons, signs, banners, supplies, inserts, and materials for installation and advertising purposes	Registered	76-847926	06202005	3350235	11/13/2007	11/13/2012	Not Renewed	17127

Trademark: E VOLVE

Trademark Coexistence Agreement between Williams Industries, Inc. and S. C. Johnson & Son, Inc. dated 9/17/08

Allow use or registration of E VOLVE trademark on certain products. There is no overlap between products sold by S. C. Johnson & Sons, Inc. and the Company.

Trademark: CRYSTALEX

Trademark with Swarovski, a jewelry manufacturer; no document on file; information per William (Luke) Williams

SCHEDULE 1 – PART 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademark Licenses

1. University of Southern California and Wincraft, Inc.; Schedule B Agreement, dated 6/23/14
2. NHL Enterprises and Boelter; Manufacturer's Agreement, dated 2/5/15
3. I.U. Research & Technology Group and Boelter; Manufacturer's Agreement, dated 2/6/15
4. Michigan State and Boelter; Manufacturer's Agreement, dated 2/6/15
5. Ohio State University and Boelter Brands, LLC; Independent Contractor Agreement, dated 10/25/17
6. Iowa and Boelter; Manufacturer's Agreement, dated 2/6/15
7. CLC and Bright Advertising; Manufacturer's Agreement with Next dated 8/4/14
8. CLC and Top of Rockies Marketing, Inc.; Manufacturer's Agreement with Next dated 6/27/16
9. NFL Properties LLC and Boelter Brands, LLC; Manufacturer's Agreement, dated 4/1/15
10. IMG College Licensing LLC/ScreenTech, Inc.; authorized Manufacturer's Agreement, dated 7/28/17
11. University of Southern California and Boelter Brands, LLC; Manufacturer's Agreement titled "Schedule B- Agreement", dated 10/25/17
12. Fermata Partners, LLC and Boelter Brands, LLC; Authorized Manufacturer's Agreement, dated 10/25/17
13. Indiana University Research and Technology Corporation and Boelter Brands, LLC; Manufacturer's Agreement, dated 10/25/17

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Pat Number	Case Number	Country Name	Title	Application Status	Application Number	Filing Date	Iss. Date	Next Action(s)	Due Date
0757425	3044-208764	United States of America	Beverage Container	Issued	12/560834	9/16/2009	6/24/2014	Tax 3.5 Tax 7.5 Tax 11.5	12/24/2017 12/24/2021 12/24/2025
0483997	3044-68994	United States of America	Cup - Journey Mug	Issued	29/154900	1/30/2002	12/23/2003		
0486697	3044-70091	United States of America	Cup - Journey Mug	Issued	29/156386	2/28/2002	2/17/2004		
0489574	3044-71953	United States of America	Cup - Journey Mug	Issued	29/183518	6/12/2003	5/11/2004		
0491305	3044-72936	United States of America	Flashlight	Issued	29/183752	6/17/2003	6/8/2004		
0525082	3044-77959	United States of America	Mug	Issued	29/231054	5/31/2005	7/18/2006		