

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM458687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M & M Industries, Inc.		12/08/2017	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	REGIONS BANK		
Street Address:	601 MARKET CENTER		
City:	CHATTANOOGA		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1573421	LIFE LATCH	
Registration Number:	4195935	LITE LATCH	
CORRESPONDENCE DATA			
Fax Number:	4235081232		
<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:	423-757-0232		
Email:	ccharniak@chamblisslaw.com		
Correspondent Name:	PAUL S. WEIDLICH		
Address Line 1:	605 CHESTNUT STREET		
Address Line 2:	SUITE 1700		
Address Line 4:	CHATTANOOGA, TENNESSEE 37450		
NAME OF SUBMITTER:	PAUL S. WEIDLICH		
SIGNATURE:	/Paul S. Weidlich/		
DATE SIGNED:	01/19/2018		
Total Attachments: 5			
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OP \$65.00 1573421

**AMENDMENT TO AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Amendment"), is made effective as of December 8, 2017, by M & M INDUSTRIES, INC., a Tennessee corporation (the "Grantor"), in favor of REGIONS BANK, a state banking corporation and successor in interest by merger to AmSouth Bank, successor in interest by merger to First American National Bank, successor in interest by merger to Pioneer Bank (the "Bank").

RECITALS:

WHEREAS, Grantor and Bank are parties to an Amended and Restated Intellectual Property Security Agreement (the "Agreement") made as of March 20, 2002, pursuant to which Grantor granted Bank a security interest in the Intellectual Property described therein;

WHEREAS, the Agreement is intended to encumber all Intellectual Property at any time owned by Grantor or in which Grantor at any time has rights; and

WHEREAS, Grantor has registered certain additional Intellectual Property and the parties desire to confirm that such Intellectual Property is encumbered by the Agreement;

NOW, THEREFORE, in consideration of the premises, to induce Bank to extend certain additional credit to Grantor and to continue the credit previously extended, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Amendment of Agreement.

(a) Schedule A of the Agreement is amended to read as Schedule A attached to this Amendment and incorporated herein by reference. Grantor acknowledges and agrees that the Agreement is intended to encumber all Intellectual Property (including, without limitations all Patent Applications, Patents, Patent Licenses, Trademark Applications, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, Trade Secrets, Inventions, Know-how and other proprietary property or technology and agreements relating thereto and good will associated therewith) now or hereafter owned by Grantor or in which Grantor now or hereafter has rights including, without limitation, all of the foregoing described on Schedule A attached hereto. To further confirm that intent and to further secure the Obligations (as defined below), Grantor hereby assigns and grants to Bank a security interest in all of Grantor's right, title and interest in and to all of such Intellectual Property and all other Collateral all whether now owned or at any time hereafter acquired by Grantor or in which Grantor now has or anytime in the future may acquire any right, title or interest.

(b) The term "Obligations" as defined in Section 1 of the Agreement is amended to read as follows:

"Obligations" means (a) loans to be made concurrently or in connection with this Agreement (as from time to time amended) or the Amended and Restated Loan and Security Agreement between Grantor and Bank dated as of October 3, 2007 (the "Loan Agreement") as evidenced by one or more promissory notes now or hereafter existing payable to the order of Bank that shall be due and payable as set forth in such promissory notes and any renewals, modifications, extensions or replacements thereof, (b) the full and prompt payment and performance of any and all other indebtedness, obligations and

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liabilities of Grantor to Bank at any date of any and every kind and nature, whether matured or not, whether joint or several, whether heretofore, now or hereafter owing, arising, due or payable, howsoever evidenced, created, incurred, acquired or owing, whether primary, secondary, direct or contingent (including but not limited to obligations incurred as an endorser, guarantor or surety) and regardless of the class of such liabilities, obligations or indebtedness and including but not limited to indebtedness incurred pursuant to any present or future commitment of Bank to Grantor; and (c) all future advances made by Bank to or for the benefit of Grantor or to protect Bank's rights or any collateral for any Obligations including advances for taxes, levies, insurance and preservation of the Collateral and all attorneys' fees, court costs and expenses of whatever kind incident to the collection of any of said indebtedness, obligations or liabilities and the enforcement and protection of the security interests created under this Agreement or the Loan Agreement.

Without limiting the generality of the foregoing, the parties specifically agree that the Obligations include, without limitation, the following: (i) the indebtedness now or hereafter evidenced by the Amended and Restated Promissory Note in the principal amount of \$1,275,000 dated on or about June 11, 2008, payable by Grantor to Bank; (ii) the indebtedness now hereafter evidenced by the Thirteenth Amended and Restated Revolving Credit Note in the principal amount of \$8,000,000 dated on or about November 15, 2017, payable by Grantor to Bank; (iii) the indebtedness now or hereafter evidenced by the Promissory Note in the principal amount of \$6,265,000 dated on or about September 16, 2010, payable by Grantor to Bank; (iv) the indebtedness now or hereafter evidenced by the Promissory Note in the principal amount of \$6,105,000 dated on or about December 8, 2017 payable by Grantor to Bank; (v) the indebtedness now or hereafter evidenced by the Amended and Restated Promissory Note dated on or about December 30, 2016, in the principal amount of \$2,255,000 payable by Morris Investments, LLC to Bank which indebtedness has been guaranteed by Grantor; and (vi) all amendments, modifications, extensions and replacements of any of the foregoing.

(c) References to the "Loan Agreement" in the Agreement shall now mean the Amended and Restated Loan Security Agreement between Grantor and Bank dated as of October 3, 2007, as previously or hereafter amended, modified or replaced.

(d) The Agreement is intended to encumber all Intellectual Property at any time owned by Grantor or in which Grantor now or at any time in the future may acquire any right, title or interest. Grantor agrees to notify Bank promptly in writing of any additional Intellectual Property owned or acquired by Grantor and to enter into an amendment to the Agreement to further evidence the intent of the parties that such Intellectual Property is encumbered by the Agreement. Grantor represents and warrants that the only Intellectual Property currently registered (U.S. or foreign) on behalf of Grantor is as described on Schedule A attached hereto. Grantor hereby irrevocably constitutes and appoints Bank and any officer or agent of Bank, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time, to execute such further documents and agreements (including any amendments to the Agreement) to further carry out the purpose and intent of the parties including the intent that all additional Intellectual Property owned or acquired by Grantor be encumbered by the Agreement, such power being coupled with an interest is irrevocable.

2. Miscellaneous.

(a) Except as herein specifically amended, the Agreement remains in full force and effect.

(b) The parties acknowledge and agree that all references to "Amsouth Bank" in the Agreement now include Regions Bank, successor-in-interest to Amsouth Bank, and its successors and assigns.

(c) Capitalized terms used herein and not defined herein shall have the meanings given in Agreement. Nothing in this Amendment shall constitute a novation of the Agreement. The terms of the Agreement are incorporated herein by reference. This Amendment may be executed as separate counterparts all of which constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be dully executed and delivered as of the date first above written.

GRANTOR:

M & M INDUSTRIES, INC.

By: 

Name: Glenn H. Morris

Title: President I.C.G.O.

BANK:

REGIONS BANK

By: 

Name: B. Scott Peek

Title: VICE PRESIDENT

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SCHEDULE A

PATENTS		
Country	Patent No.	Title
US	6,170,691	Open-Head Container And Lid Assembly
US	6,776,302	Open Ended Container With Locking Lid Assembly
Australia	2003237086	Open Ended Container With Locking Lid Assembly
Canada	2484111	Open Ended Container With Locking Lid Assembly
China	03809142.9	Open Ended Container With Locking Lid Assembly
Europe (Italy)	1501739	Open Ended Container With Locking Lid Assembly
Japan	4718779	Open Ended Container With Locking Lid Assembly
Mexico	252181	Open Ended Container With Locking Lid Assembly
US	6,866,162	Open Ended Container with Tamper Indicator
China	200380101305.1	Open Ended Container with Tamper Indicator
Japan	472422	Open Ended Container with Tamper Indicator
Mexico	254121	Open Ended Container with Tamper Indicator
US	7,513,384	Open Ended Container Having Locking Lid
Canada	2619456	Open Ended Container Having Locking Lid
China	200680039000.6	Open Ended Container Having Locking Lid
Germany	1120060022369	Open Ended Container Having Locking Lid
United Kingdom	2442428	Open Ended Container Having Locking Lid
India	2417/DELNP/2008	Open Ended Container Having Locking Lid
Mexico	285669	Open Ended Container Having Locking Lid
Japan	1433612	Pail Lid for Open Ended Containers
US	6,729,491	Pail Lid With Built In Torquing Tool
US	9,446,890	Rectangular Pail With Locking Lid

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US	9,296,533	Biased Slide Lock
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PATENT APPLICATIONS		
Country	Serial No.	Title
PCT	PCT/US17/20597	Open End Container With Improved Seal
US	15/446,142	Open End Container With Improved Seal
US	14/965,441	Open End Container With Resealable Lid Assembly
US	15/334,383	Pail with Transparent Tamper Indicator

TRADEMARKS		
Country	Registration No.	Mark
US	1,575,421	LIFE LATCH
US	4,195,935	LITE LATCH

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