

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM472477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NAKOMA PRODUCTS LLC		04/24/2018	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 SOUTH LASALLE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87406373	LOVE YOUR TOOLS	
Registration Number:	1013120	P PREVAL SPRAYER	
Registration Number:	0849057	PREVAL	
Registration Number:	1063349	PREVAL	
Registration Number:	5259657	RE-GRIP	
Serial Number:	87392445	SPRAYZE	
CORRESPONDENCE DATA			
Fax Number:	3123271051		
<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:	3123271050		
Email:	jwatson@skcounsel.com		
Correspondent Name:	Scott & Kraus, LLC		
Address Line 1:	150 S. Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Drew J. Scott		
SIGNATURE:	/Drew J. Scott/		
DATE SIGNED:	05/03/2018		

OP \$165.00 87406373

Total Attachments: 5

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**SECOND AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of April 24, 2018, is made by **NAKOMA PRODUCTS LLC**, an Illinois limited liability company (the "Grantor") in favor of **CIBC BANK USA**, formerly known as The PrivateBank and Trust Company, an Illinois banking corporation (the "Bank").

RECITALS

A. The Grantor has entered into that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Bank, pursuant to which the Bank has agreed to make certain credit available to Grantor.

B. Pursuant to the Credit Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor 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 Grantor under the Credit Agreement.

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

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Credit Agreement. The Grantor 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 Credit Agreement and Credit Agreement, the terms and provisions of which are incorporated by this reference as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

Grantor previously entered that certain Amended and Restated Patent and Trademark Security Agreement dated as of August 1, 2016 (the "**Original Security Agreement**") and this Agreement is intended to amend, restate and replace the Original Security Agreement provided, however, that the liens and security interests securing payment of the indebtedness secured by the Original Security Agreement with respect to the Grantor shall be continuing but shall now be governed by the terms of this Agreement and the other Credit Documents.

Notwithstanding anything herein to the contrary, the obligations of Grantor hereunder shall not include any obligation to pay or perform the obligations of another person or entity under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act if and only to the extent that the grant by Grantor of a lien, security interest or other encumbrance to secure, such obligation is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation thereof) by virtue of Grantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time of the grant of such lien, security interest or other encumbrance becomes effective with respect to such obligation.

[signature page follows]

The Grantor has caused this Second Amended and Restated Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

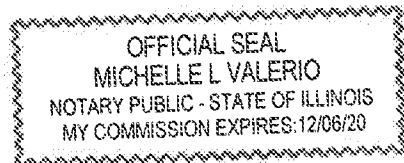
NAKOMA PRODUCTS LLC,
an Illinois limited liability company

By: Walter Bransen
Name: Walter Bransen
Title: Manager

STATE OF ILLINOIS)
) ss
COUNTY OF Grundy)

On April 19th, 2018, before me personally appeared Walter Bransen, whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he/she is the above-indicated manager of the Grantor, and which executed the above instrument; and that he/she signed his name thereto by authority of the board of directors or similar governing of said entity.

Michelle L. Valerio
Notary Public



SCHEDULE 1
to
SECOND AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

SCHEDULE 2
to
SECOND AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT COLLATERAL