

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Block and Company, Inc.		07/14/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	MB Financial Bank, N.A.		
Street Address:	6111 N. River Road, 3rd Floor		
Internal Address:	Attn: John Littrell		
City:	RosemonT		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	77633512	ADVANTAGE	
Serial Number:	86383157	BIG STACKER	
Serial Number:	77561216	BLOCK	
Registration Number:	4323558	BRISTOL BALLISTIC	
Registration Number:	1854619	CHAIN-RITER	
Serial Number:	87948750	DUPLI-KEY VUE	
Serial Number:	85029943	LOCKIT	
Serial Number:	85699984	MAXXSECURE	
Serial Number:	86639713	MED-MASTER	
Serial Number:	86639705	MED-MASTER	
Serial Number:	75497701	MEDIAPLUS	
Serial Number:	86639724	PAYVUE	
Serial Number:	87960294	MMF INDUSTRIES	
Serial Number:	86915067	SAFEBLOCK	
Serial Number:	87959310	SECUREMASTER	
Serial Number:	77374072	STEELMASTER	
Serial Number:	77319280	STEELMASTER	
Serial Number:	77580299	STEELMASTER	

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Property Type	Number	Word Mark
Serial Number:	86361735	STEELMASTER
Serial Number:	87947873	STEELMASTER FLEX
Serial Number:	86322805	SWIVEL-MAX
Serial Number:	86096968	TAMPERBLOCK
Serial Number:	86252946	TAMPERBLOCK
Serial Number:	87947879	UNI-TAG VUE
Serial Number:	78347397	VAL-U LINE
Serial Number:	77956920	WEDGY SECURE
Registration Number:	1082506	WEDGY
Serial Number:	77561600	YOUR MONEY HANDLING SOLUTIONS EXPERT

CORRESPONDENCE DATA

Fax Number: 3142592020

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.

Phone: 3142592000

Email: susan.murphy@bclplaw.com

Correspondent Name: BRYAN CAVE LEIGHTON PAISNER LLP

Address Line 1: 211 North Broadway, Suite 3600

Address Line 4: St Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0555158
NAME OF SUBMITTER:	Brian Devling
SIGNATURE:	/Brian Devling/
DATE SIGNED:	08/16/2018

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, Block and Company, Inc., an Illinois corporation (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of July 14, 2017, between the Grantor, Midland Stamping and Fabricating Corporation, Western Industries, Inc., Craftsman Custom Metals, LLC, MMF Holdings, Inc., and Grantee (as amended from time to time, the “**Credit Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) the patents and patent applications (the “**Patents**”) set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

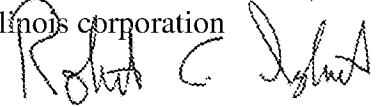
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

BLOCK AND COMPANY, INC.,
an Illinois corporation

By:  _____

Name: Robert C. Sylvester

Title: Chairman

GRANTEE:

MB FINANCIAL BANK, N.A.

By: _____

Name: John Littrell

Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

BLOCK AND COMPANY, INC.,
an Illinois corporation

By: _____
Name:
Title:

GRANTEE:

MB FINANCIAL BANK, N.A.

By:  _____
Name: John Littrell
Title: Senior Vice President

Schedule A - Trademarks

Trademark	Registration No.	Filed Date	Issued Date	Serial No.
Advantage - US		10/13/2009		77/635,512
Aptus - Mexico		10/1/2009		
Big Stacker	4,864,157	9/2/2014	12/1/52015	86-383,157
Block (Stylized) - US		9/3/2008		77/561,216
Block (Stylized) - US				
Block Logo	3,694,834	10/13/2009	12/7/2015	
Bristol Ballistic	4,323,558	8/9/2012	4/23/2013	85/700,062
Chain Ritter- US	1,854,619	6/1/1993	9/20/1994	
DUPLI-KEY VUE		6/5/2018		87/948,750
LOCKIT - US	4,129,230	5/4/2010		85/029,943
MAXXSECURE	4,312,296	8/9/2012	4/2/2013	85/699,984
Med-Master - Hardsided/softsided	5,167,051	5/22/2015	3/21/2017	86/639713
Med-Master - metal case storing	5,167,050	5/22/2015	3/21/2017	86/639,705
Media Plus - US	2,360,730		6/20/2000	75/497,701
PAYVUE ELECTRONIC	5,004,673	5/22/2015	7/19/2016	86/639,724
MMF INDUSTRIES CLASS 16		6/13/2018		87/948,750
MMF INDUSTRIES CLASS 6		6/13/2018		87/960,294
SAFEBLOCK	5,143,232	2/22/2016	2/14/2017	86/915,067
SECUREMASTER		6/12/2018		87,959,310
STEELMASTER - Europe			6/21/2012	
Steelmaster - US	3,488,158		8/19/2008	77/374,072

Trademark	Registration No.	Filed Date	Issued Date	Serial No.
Steelmaster - US	3,498,227	11/1/2007	9/9/2008	77/319,280
Steelmaster - US	3,788,153		5/11/2010	77/580,299
STEELMASTER - US	4,708,032	8/8/2014	3/24/2015	86/361,735
STEELMASTER FLEX		6/4/2018		87/947,873
Swivel-MAX - US		6/27/2014		86/322,805
TAMPERBLOCK - US (Deposit Bags)		10/21/2013		86/096,968
TAMPERBLOCK (Plastic Seals) - US	4,762,992	4/15/2014	6/30/2015	86/252,946
UNI-TAG VUE		6/4/2018		87/947,879
Val-u-line - US	3,335,874	1/2/2004	11/3/2007	78/347-397
WEDGY SECURE - Canada		04/16/210		1477251
WEDGY SECURE - US	3,915,168	3/11/2010	2/1/2011	77/956,920
Wedgy- US	1,082,506	May-75	1/17/1978	
Your Money Handling Solutions Expert		9/3/2008		77/561,600

Schedule B – Patents

Title	Patent or Registration No.	Date Filed	Date Issued	Application No
Coin Counting and Holding Device (US)	5,441,448	10/8/1993	8/15/1995	
Cash Box w/Bill Weights(6190) (US)	5,502,294	8/15/1995	3/26/1996	
Cash Box w/Bill Weights(6190) (US)	5,502,294	8/15/1995	3/26/1996	
Cash Box W/Bill Weights (CANADA)	2,127,424	2/26/1995	2/26/1996	
Security Locking Bag w/Security Reinforcement Shield (US)	5,820,267	10/8/1993	10/13/1998	
Lock Down Security Box (US)	5,870,910	2/2/1996	2/16/1999	
Key Cabinet w/Staggered Key Panels (US)	6,422,671B1	1/6/2000	7/23/2002	
Cash Box/Security Case	D542,529	5/4/2005	5/15/2007	
Cash Box/Security Case	D558,977	2/16/2007	1/08/200/8	
Cash Box/Security Case	D541,045	5/4/2005	4/27/2007	
Cash Box/Security Case	D561,994	2/16/2007	2/19/2008	
Cash Box Security Case (China)	ZL200530148837.2	11/4/2005	5/9/2007	
Cash Box Security Case (China)	ZL200530148837.2	11/4/2005	5/9/2007	
Cash Box Security Case (China)	ZL200530148836.8	11/4/2005	5/9/2007	
Cash Box Security Case (China)	ZL200530148836.8	11/4/2005	5/9/2007	
Illuminated Cash Draw	US D779,149S	6/8/2015	2/14/2017	
Illuminated Cash Draw	US9,842,475 B2	6/8/2015	12/12/2017	
Integrated Clam Shell PC Platform (US)	US 7,383,986B2	9/1/2004	6/10/2008	
Global Till - (US)	US 7,731,008 B2	8/18/2008	6/8/2010	
Cash Drawer with controlled access security compartment (LOCK IT) (US)	US 8,317,083 B2	9/20/2010	11/27/2012	

Title	Patent or Registration No.	Date Filed	Date Issued	Application No
Lockable Desktop Inbox (US)	US D747,065 S	10/30/2014	1/5/2016	
Compact Suggestion Box with Full Size Document Holder and Lockable Suggestion Drop Box (US)	US D762,940	10/30/2014	8/2/2016	
Cash Box - Design Patent (US)	D677,855S	6/24/2011	3/12/2013	
Tablet Case with Spring Loaded Brackets (US)	US 9,127,487 B2	1/8/2014	9/8/2015	
Corrected Patent Tablet Case and Stand	D726,733	6/19/2014	4/14/2015	
Tablet Stand Case and Stand (US)	D718,770	1/8/2014	12/2/2014	
Holder (US)	D710,443	12/3/13	8/5/2014	
Bin (US)	D710,442	12/3/13	8/5/2014	
Tablet Stand Case (US)	D727,914	1/8/2014	4/28/2015	
Wheelchair Accessible Mount CANADA	169532	7/16/2016	5/16/2017	
Wheelchair Accessible Mount with Payment Terminal US	D806,160 S	1/22/2016	1/8/2018	
Tablet Stand - Stravitz (US)	D667,831S	7/18/12	9/25/2012	
Multi-Position Organizer - Stravitz (US)	D670,937S	7/18/12	11/20/2012	
Literature Rack - Stravitz (US)	D677,731S	03/06/2012	3/12/2013	
Shelf - Stravitz (US)	D678,699S	12/6/12	3/26/2013	

Title	Patent or Registration No.	Date Filed	Date Issued	Application No
Multipurpose Organizer - Stravitz (US)	D678,702S	7/18/12	3/26/2013	
Monitor Stand -Stravitz (US)	D678,887S	11/28/12	3/26/2013	
Sorter 1 - Stravitz (US)	D678,947S	3/6/12	3/26/2013	
Bookend Sorter 1 - Stravitz (US)	D678,948S	3/6/12	3/26/2013	
Bookend Sorter 2 - Stravitz (US)	D678,949S	3/6/12	3/26/2013	
Sorter 2- Stravitz (US)	D678,950S	3/6/12	3/26/2013	
Magazine Rack- Stravitz (US)	D679,329S	12/11/12	4/2/2013	
V File - Stravitz (US)	D679,330S	12/19/12	4/2/2013	
Letter Tray - Stravitz (US)	D679,331S	12/11/12	4/2/2013	
Three Tier Organizer - Stravitz (US)	D680,171S	11/28/12	4/16/2013	
Panel Grid - Stravitz (US)	D680,356S	12/11/12	4/23/2013	
Pencil Case - Stravitz (US)	D681,119S	12/11/12	4/30/2013	
Shelf with Lip (US)	D688,905S	7/16/2013	9/3/2013	
Payment Terminal Stand Mexico		7/22/2016		MX/E/2016/050938