

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM487088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOLTTECH MANNINGS, INC.		08/20/2018	Corporation: PENNSYLVANIA
RED FLAME INDUSTRIES INC.		08/20/2018	Corporation: CANADA
AM INSPECTION LTD.		08/20/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	SIENA LENDING GROUP LLC		
Street Address:	9 W Broad Street, 6th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1808825	MONSTER GRIP	
Registration Number:	2417787	HITS WRENCH	
Registration Number:	2804646	SUPERKNIT	
Registration Number:	2308335	M MANNINGS U.S.A.	
Registration Number:	2310359	MANNINGS U.S.A.	
Registration Number:	2308334	MANNINGS	
Registration Number:	1971933	PORTA-TORQUE	
Serial Number:	76590673	TAG	
Registration Number:	3471819	MANWOOL	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		

OP \$240.00 1808825

Address Line 2:	CT Corporation
Address Line 4:	Columbus, OHIO 43219

NAME OF SUBMITTER:	Gloria Sheehan
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SIGNATURE:	/Gloria Sheehan/
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DATE SIGNED:	08/22/2018
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Total Attachments: 8

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To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies)/Execution Date(s): <div style="text-align: center; font-weight: bold; margin-bottom: 10px;"> <u>BOLTTECH MANNINGS, INC.</u> </div> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company </div> <div> <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership </div> </div> Citizenship: PA Execution Date(s) <u>August 20, 2018</u> Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) <div style="text-align: right;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> Additional names, addresses, or citizenship attached? Name: <u>SIENA LENDING GROUP LLC</u> Internal Address: Street Address: <u>9 W Broad Street, 6th Floor</u> City: <u>Stamford</u> State: <u>CT</u> Country: <u>USA</u> Zip: <u>06902</u> <input type="checkbox"/> Association Citizenship: <input type="checkbox"/> General Partnership Citizenship: <input type="checkbox"/> Limited Partnership Citizenship: <input type="checkbox"/> Corporation Citizenship: <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> Citizenship: <u>DE</u> If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Other <u>Intellectual Property Security Agreement</u> </div> <div> <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name </div> </div>	4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) See Attached Schedule 1 B. Trademark Registration No.(s) See Attached Schedule 1 <div style="text-align: right;"> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div>
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)	
5. Name address of party to whom correspondence concerning document should be mailed: Name: <u>Susan O'Brien</u> Internal Address: <u>CT Lien Solutions</u> Street Address: <u>187 Wolf Road, Suite 101</u> City: <u>Albany</u> State: <u>NY</u> Zip: <u>12205</u> Phone Number: <u>800-342-3676</u> Fax Number: <u>800-962-7049</u> Email Address: <u>cls-udsalbany@wolterskluwer.com</u>	6. Total number of applications and registrations involved: 9 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: <div style="display: flex; justify-content: space-between;"> <div>a. Credit Card</div> <div>Last 4 Numbers</div> </div> <div style="display: flex; justify-content: space-between;"> <div></div> <div>Expiration Date</div> </div> <div style="display: flex; justify-content: space-between;"> <div>b. Deposit Account Number</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Authorized User Name:</div> <div></div> </div>
9. Signature: _____ <div style="text-align: center; margin-top: 10px;"> Signature <u>Gloria Sheehan</u> Name of Person Signing </div> <div style="text-align: right; margin-top: 10px;"> August 22, 2018 Date Total number of pages including cover sheet, attachments, and document: 8 </div>	

TRADEMARK
REEL: 006427 FRAME: 0201

ADDITIONAL NAMES OF CONVEYING PARTIES
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

RED FLAME INDUSTRIES INC.	Corporation	Canada
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AM INSPECTION LTD.	Corporation	Canada
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") dated as of August 20, 2018, by BOLTTECH MANNINGS, INC., a Pennsylvania corporation ("**BMT**"), RED FLAME INDUSTRIES INC., a corporation organized under the laws of Alberta, Canada ("**RFI**"), AM INSPECTION LTD., a corporation organized under the laws of Alberta, Canada ("**AMT**"), and together with BMT and RFI and any other Person who from time to time becomes a Borrower under the Loan Agreement, collectively, the "**Grantors**" and each individually, a "**Grantor**") in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, "Lender");

W I T N E S S E T H

WHEREAS, each Grantors, certain Grantors' affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "**Loan Agreement**") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, Each Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule I annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

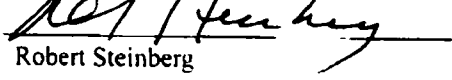
6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR HIMSELF AND IN RESPECT OF HIS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.10 of the Loan Agreement.

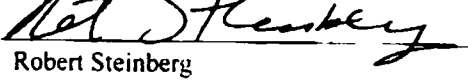
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IN WITNESS WHEREOF. Each Grantor has duly executed this Agreement as of the date first written above.

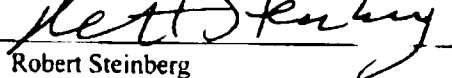
BOLTTECH MANNINGS, INC.

By: 
Name: Robert Steinberg
Title: President, Secretary, and Treasurer

RED FLAME INDUSTRIES INC.

By: 
Name: Robert Steinberg
Title: President, Secretary, and Treasurer

AM INSPECTION LTD.

By: 
Name: Robert Steinberg
Title: President, Secretary, and Treasurer

Agreed and accepted as of the date first written above:

SIENA LENDING GROUP LLC

By: 

Name: Anthony Lavinio

Title: Authorized Signatory

By: 

Name: Jason Schick

Title: Authorized Signatory

SCHEDULE 1

(a) Patents and Patent Licenses

Grantor	Patent	App.Date	Registration Date	Registration Number
Bolttech Mannings, Inc.	Stud Driver and Remover Having Core Relief Recess Preventing the Stud from Being Jammed in Core			5,690,004 (Expired)
Bolttech Mannings, Inc.	Wrench with High Inertia Torque System and Method for Using Same			5,970,824(Expired)
Bolttech Mannings, Inc.	Wrench with High Inertia Torque System and Method for Using Same	02/17/1999	02/17/1999	6,009,775
Bolttech Mannings, Inc.	Hydraulic Torque Wrench System			6,912,933(Expired)
Bolttech Mannings, Inc.	Hydraulic Torque Wrench System	07/05/2005	07/05/2005	7,082,858
Bolttech Mannings, Inc.	Torque Wrench with Quick-Release Gear Set	09/14/2005	09/14/2005	7,225,707
Bolttech Mannings, Inc.	Apparatus and Method of Inductively Heating a Workpiece with a Slender Bone			5,523,546(Expired)
Bolttech Mannings, Inc.	Cyclone Magnum Pneumatic Torque Wrench	09/29/2010	09/29/2010	D638,682 S
Bolttech Mannings, Inc.	Control Unit	09/29/2010	09/29/2010	D682646

(b) Trademarks and Trademark Licenses

Grantor	Trademark	Registration Date	Registration Number
Red Flame Industries Inc.	"RFI & Design"	02/06/2013	TMA842463
Red Flame Industries Inc.	"Red Flame"	02/12/2013	TMA842947
Bolttech Mannings, Inc.	"MONSTER GRIP"	12/07/1993	1,808,825
Bolttech Mannings, Inc.	"HITS WRENCH"	01/02/2001	2,417,787
Bolttech Mannings, Inc.	"SUPERKNIT"	01/13/2004	2,804,646
Bolttech Mannings, Inc.	"M MANNINGS U.S.A." and Design	01/18/2000	2,308,335
Bolttech Mannings, Inc.	"MANNINGS U.S.A."	01/25/2000	2,310,359
Bolttech Mannings, Inc.	"MANNINGS"	01/18/2000	2,308,334

Bolttech Mannings, Inc. has the following Common Law Trademarks:

1. BOLTTECH-MANNINGS
2. PORTA-TORQUE (formerly the subject of U.S. Trademark Registration No. 1,971,933, issued on April 30, 1996)
3. TAG (formerly the subject of U.S. Trademark Registration No. 76/590,673 abandoned on June 30, 2005)
4. BOLTTECH-MANNINGS logo
5. MANWOOL (formerly the subject of U.S. Trademark Registration No. 3,471,819, issued on July 22, 2008)
6. MANNINGS USA, INC.
7. MANNINGS INC.
8. BOLTTECH-MANNINGS
9. Squarish M in Mannings USA, Inc.
10. Manwool
11. Superknit

(c) Copyrights and Copyright Licenses

None.