

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spray Control Systems, LLC		08/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4421260	FAST FLAP	
Registration Number:	3378589	LIQUIDPLATIUM	
Registration Number:	3208139	MINIMIZER	
Registration Number:	4374924	MINIMIZER	
Registration Number:	4428166	TESTED AND TORTURED	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F179111 TM IPSA		
NAME OF SUBMITTER:	Lisa Cobbett		
SIGNATURE:	/Lisa Cobbett/		
DATE SIGNED:	09/04/2018		

OP \$140.00 4421260

Total Attachments: 7

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COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

This Copyright, Patent and Trademark Security Agreement (the “Agreement”), dated as of August 31, 2018, is made by and between **SPRAY CONTROL SYSTEMS, LLC**, a Delaware limited liability company (“Company”) and **CIBC BANK USA**, as Agent (the “Agent”), each having a business location at the address set forth below its signature.

Recitals

A. Company and Agent, among others, are parties to a Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), dated the same date as of the date hereof, setting forth the terms on which the Lender may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Lender has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of each Company’s right, title and interest in and to all copyrightable works and all copyrights of Company and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit A.

“Patents” means all of Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C.

2. Security Interest. Company hereby irrevocably pledges, assigns and transfers to Lender and (to the extent provided herein) its Affiliates, a continuing security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Copyrights, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Credit Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Guarantee and Collateral Agreement and Company hereby acknowledges and agrees that the rights and remedies of Lender with respect to the Security Interests made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations pursuant to the terms of the Credit Agreement. Upon the termination of this Agreement, Lender shall execute all documents, make all filings, and take all other actions reasonably requested by Company to evidence and record the release of the Lien on the Copyrights, Patents and Trademarks and Security Interests granted herein.

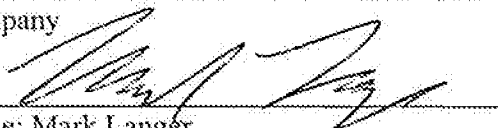
5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

6. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

SPRAY CONTROL SYSTEMS, LLC, as
Company

By: 
Name: Mark Langer
Title: President

Notices Address:


824 Center Avenue North,
Blooming Prairie, MN 55917
Attention: Christopher P. Thorpe, President
and Chief Executive Officer

In each case, with courtesy copies to:
Capital Partners, Inc.
301 Merritt 7, Third Floor
Norwalk, CT 06851
Attention: Mark Allsteadt and Mark Langer
Telephone: (203) 625-0770
Telecopy: (203) 625-0423

[Signature Page to Copyright, Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006438 FRAME: 0684

CIBC BANK USA, as Agent

By: 
Name: Jason P. Morgan
Title: Managing Director

Notices Address:

CBIC Bank USA
425 Lexington Avenue Floor 4
New York, NY 10017
Attention: Jason P. Morgan
Telephone: (212) 897-9021

EXHIBIT A

UNITED STATES ISSUED COPYRIGHTS

Item	Owner	Jurisdiction	Issuance/Registration/Application Number
Online video	Spray Control Systems LLC	United States	PA 1-931-385

UNITED STATES COPYRIGHT APPLICATIONS

None.

FOREIGN ISSUED COPYRIGHTS

None.

UNITED STATES COPYRIGHT APPLICATIONS

None.

EXHIBIT B

UNITED STATES ISSUED PATENTS

Item	Owner	Jurisdiction	Issuance/Registration/Application Number	Status
Utility Patent	Spray Control Systems LLC	United States	5,967,553	Expired
Design Patent	Spray Control Systems LLC	United States	D735,008 S <i>(Reverse Pry Tool for Mud Flap Hanger Brackets)</i>	Issued

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

None.


UNITED STATES PATENT APPLICATIONS

None.

EXHIBIT C

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

Item	Owner	Jurisdiction	Issuance/Registration/Application Number	Deadlines
FAST FLAP	Spray Control Systems LLC	United States	4,421,260	N/A
MINIMIZER	Spray Control Systems LLC	Canada	TMA858,913	N/A
LIQUIDPLATIUM	Spray Control Systems LLC	United States	3378589	N/A
MINIMIZER	Spray Control Systems LLC	United States	3,208,139	N/A
	Spray Control Systems LLC	United States	4,374,924	N/A
TESTED AND TORTURED	Spray Control Systems LLC	United States	4,428,166	N/A

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

None.

REGISTRATIONS

None.