

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAC LEAN-FOGG COMPANY		12/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as ABL Collateral Agent		
Street Address:	20975 Swenson Drive		
Internal Address:	Suite 200, WI3-500-02-01		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53186		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	1773394	AXILOK	
Registration Number:	3007825	CLINCH-LOK	
Registration Number:	4396680	DECOREX	
Registration Number:	708632		
Registration Number:	2417771	DYNALINK	
Registration Number:	2175224	FIBERLINK	
Registration Number:	4881789	FORMED THROUGH INGENUITY	
Registration Number:	4568640		
Registration Number:	2434467		
Registration Number:	4369238		
Registration Number:	3325660	MACLEAN-FOGG	
Registration Number:	4369240	MACLEAN-FOGG COMPONENT SOLUTIONS	
Registration Number:	1003898	MACLOCK	
Registration Number:	504579	MF	
Registration Number:	857359	MF	
Registration Number:	2528793	MP	
Registration Number:	2686834	POGOSTIK	
Registration Number:	1742732	SECUREX	

OP \$790.00 1773394

Property Type	Number	Word Mark
Registration Number:	3265634	STA-TITE
Registration Number:	3446466	STEPLOK
Registration Number:	561306	STRANLINK
Registration Number:	2947854	STRANLINK
Registration Number:	2980923	STRANVISE
Registration Number:	561307	STRANVISE
Registration Number:	667937	TWO-WAY
Registration Number:	1972842	UNI-TORQUE
Registration Number:	684653	WHIZ-LOCK
Registration Number:	725802	WIRELINK
Registration Number:	717743	WIREVISE
Serial Number:	88116223	MACLEAN SENIOR INDUSTRIES
Serial Number:	87352494	SECURELOK

CORRESPONDENCE DATA

Fax Number: 3129939767
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: 312-993-2622
Email: gayle.grocke@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	043339-0019
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	12/22/2018

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of December 21, 2018, among each entity listed on the signature pages hereto (each of the foregoing, a “**Grantor**”, and collectively, “**Grantors**”) and Bank of America, N.A., as ABL collateral agent for the Secured Parties (in such capacity, together with any successor thereto, the “**ABL Collateral Agent**”)

RECITALS

- (A) Mac Lean-Fogg Company, as the Parent Borrower and Parent Borrower Agent (“**Parent Borrower**”), the other Parent Borrowers party thereto from time to time, the financial institutions party thereto from time to time as lenders (“**Lenders**”), Bank of America, N.A., as ABL collateral agent (“**ABL Collateral Agent**”) and ACF FINCO I, LP, as ABL Collateral Agent (“**ABL Collateral Agent**”) are parties to that certain ABL Credit Agreement dated as of December 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**ABL Credit Agreement**”).
- () Grantors are party to that certain Pledge and Security Agreement, dated as of December 21, 2018 in favor of the ABL Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- () In consideration of the conditions and agreements set forth in the ABL Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the ABL Credit Agreement), each Grantor hereby pledges and grants to the ABL Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Copyrights owned by any Grantor, including those referred to on Schedule I hereto;
- (b) all Patents owned by any Grantor, including those referred to on Schedule I hereto;

- (c) all Trademarks owned by any Grantor, including those referred to on Schedule I hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Copyright, Trademark or Patent or (ii) injury to the goodwill associated with any Trademark or Patent.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets, including any “intent to use” trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (but only until the filing of such statement is accepted and solely to the extent, if any, that a Lien therein (including the granting, attachment or enforcement thereof) would impair the validity or enforceability of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law).

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the ABL Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the ABL Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer or representative thereunto duly authorized as of the date first written above.

MAC LEAN-FOGG COMPANY,
as Grantor

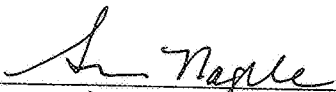
By: Michael Isaacs

Name: Michael Isaacs

Title: Vice President, Chief Financial Officer
and Secretary

ACCEPTED AND AGREED:

BANK OF AMERICA, N.A.,
as the ABL Collateral Agent

By: 
Name: *Ann Nagle*
Title: *Vice President*

[Signature Page to Intellectual Property Security Agreement (ABL)]

TRADEMARK
REEL: 006508 FRAME: 0504

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**U.S. COPYRIGHT REGISTRATIONS****U.S. Copyrights**

Owner	Title	Registration No.	Registration Date
MacLean-Fogg Company	MacLean-Fogg, the nut company	TX0002361521	07/11/1988

U.S. PATENT REGISTRATIONS AND APPLICATIONS**U.S. Patents**

Owner	Title	US Patent No. or Application No.	Issue Date or Filing Date
MACLEAN-FOGG COMPANY	ROOF SUPPORT	D767,796	9/27/2016
MACLEAN-FOGG COMPANY	POWER LINE INSULATOR	D375,079	10/29/1996
MACLEAN-FOGG COMPANY	ANTI-LOOSENING INCREMENTAL TENSION FASTENER ASSEMBLY	10,107,326	10/23/2018
MACLEAN-FOGG COMPANY	WHEEL FASTENER ALARM	10,099,655	10/16/2018
MACLEAN-FOGG COMPANY	CAPPED WHEEL FASTENER AND METHOD OF ASSEMBLY	9,937,746	4/10/2018
MACLEAN-FOGG COMPANY	FLEXIBLE INTERIOR MOUNT FASCIA BRACKET	9,446,727	9/20/2016
MACLEAN-FOGG COMPANY	LOCKING FASTENER	9,435,370	9/6/2016
MACLEAN-FOGG COMPANY	POLYMER FILLED CAPPED NUT	9,360,040	6/7/2016
MACLEAN-FOGG COMPANY	PLASTIC POLYMER COVERED FASTENER	8,936,423	1/20/2015
MACLEAN-FOGG COMPANY	PILING APPARATUS	8,777,520	7/15/2014
MACLEAN-FOGG COMPANY	ENERGY MANAGEMENT HOOD BUMPER	8,616,622	12/31/2013

MACLEAN-FOGG COMPANY	LOCKING NUT	8,540,470	9/24/2013
MACLEAN-FOGG COMPANY	FASTENER WITH IMPROVED TORQUE BEARING SURFACE	8,491,247	7/23/2013
MACLEAN-FOGG COMPANY	LOCKING FASTENER ASSEMBLY	8,011,866	9/6/2011
MACLEAN-FOGG COMPANY	LOCKING FASTENER ASSEMBLY	7,497,653	3/3/2009
MACLEAN-FOGG COMPANY	U-NUT FASTENING ASSEMBLY	7,465,135	12/16/2008
MACLEAN-FOGG COMPANY	U-BOLT ASSEMBLY	7,438,512	10/21/2008
MACLEAN-FOGG COMPANY	STEEL WASHER INTEGRAL WITH NUT/CAP ASSEMBLY	7,435,045	10/14/2008
MACLEAN-FOGG COMPANY	FASTENER ASSEMBLY	7,410,337	8/12/2008
MACLEAN-FOGG COMPANY	LINK ASSEMBLY FOR A VEHICLE SUSPENSION SYSTEM	7,354,054	4/8/2008
MACLEAN-FOGG COMPANY	FASTENER ASSEMBLY	7,334,975	2/26/2008
MACLEAN-FOGG COMPANY	LOCKING FASTENER ASSEMBLY	7,226,259	6/5/2007
MACLEAN-FOGG COMPANY	INCREMENTAL TENSION FASTENER ASSEMBLY	6,981,829	1/3/2006
MACLEAN-FOGG COMPANY	COMPOSITE INSULATOR ¹	6,972,378	12/6/2005
MACLEAN-FOGG COMPANY	COMPOSITE INSULATOR FOR FUSE CUTOFF	6,952,154	10/4/2005
MACLEAN-FOGG COMPANY	LOCKING FASTENER ASSEMBLY	6,749,386	6/15/2004
MACLEAN-FOGG COMPANY	LINK ASSEMBLY FOR A VEHICLE SUSPENSION SYSTEM	6,572,127	6/3/2003
MACLEAN-FOGG COMPANY	LINK ASSEMBLY FOR AUTOMOTIVE	6,402,171	6/11/2002

¹ Please note that an assignment was recorded against this patent in error by Greenberg Traurig in 2005.

	SUSPENSION SYSTEM		
Maclean-Fogg Company	THREE-POINT FASTENER	15/487,805	4/14/2017
Maclean-Fogg Company	OVER SLAM HOOD BUMPER	15/681,709	8/21/2017
Maclean-Fogg Company	HYBRID THREE-POINT DRIVE FASTENER	15/872,386	1/16/2018
Maclean-Fogg Company	INVENTORY MANAGEMENT AND SCHEDULING TOOL	16/135,733	9/19/2018
Maclean-Fogg Company	WHEEL FASTENER ALARM	16/127,999	10/19/2017
Maclean-Fogg Company	LINK ASSEMBLY	6,161,451	12/19/2000
Maclean-Fogg Company	BOX PUMP SYSTEM AND METHOD OF USE ²	62/676,470	5/25/2018
MacLean-Fogg Company ³	LOCKING NUT	9,683,596	06/20/2017
MacLean-Fogg Company	CRIMPED CAPPED FASTENER	14/976,190	12/21/2015
MacLean-Fogg Company ⁴	LOCKING NUT	15/623,882	6/15/2017

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks

Owner	Mark	Registration No. or Application No.	Registration or Application Date
MACLEAN-FOGG COMPANY	ALARMLOK	87/692,585 ⁵	11/21/2017
MacLean-Fogg Company	AXILOK	1,773,394	5/25/1993

² Provisional patent.

³ Co-owned with Stemco Products, Inc.

⁴ Co-owned with Stemco Products, Inc.

⁵ “Intent to use” trademark application; “Statement of Use” not yet filed.

MacLean-Fogg Company	CLINCH-LOK	3,007,825	10/18/2005
MacLean-Fogg Company	DECOREX	4,396,680	9/3/2013
MACLEAN-FOGG COMPANY	Design of indentations on top of lock nut	2,434,467	3/13/2001
MacLean-Fogg Company	DESIGN OF NUT	708,632	12/20/1960
MacLean-Fogg Company	DYNALINK	2,417,771	1/2/2001
MacLean-Fogg Company	FIBERLINK	2,175,224	7/21/1998
MacLean-Fogg Company	FORMED THROUGH INGENUITY	4,881,789	1/5/2016
MacLean-Fogg Company	High Resolution Hexagon Design	4,568,640	7/15/2014
MacLean-Fogg Company	INDENTATIONS ON TOP OF LOCK NUT	2,434,467	3/13/2001
MacLean-Fogg Company	Low Resolution Hexagon Design	4,369,238	7/16/2013
MACLEAN-FOGG COMPANY	MACLEAN SENIOR INDUSTRIES	88/116,223	9/13/2018
MacLean-Fogg Company	MACLEAN-FOGG	3,325,660	10/30/2007
MacLean-Fogg Company	MACLEAN-FOGG COMPONENT SOLUTIONS	4,369,240	7/16/2013
MacLean-Fogg Company	MACLOCK	1,003,898	2/4/1975
MacLean-Fogg Company	MF	504,579	12/7/1948
MacLean-Fogg Company	MF WITH HEXAGONAL DESIGN	857,359	9/24/1968

MACLEAN-FOGG COMPANY	MP (Stylized)	2,528,793	1/15/2002
MacLean-Fogg Company	POGOSTIK	2,686,834	2/11/2003
MACLEAN-FOGG COMPANY	SECURELOK	87/352,494	2/28/2017
MacLean-Fogg Company	SECUREX	1,742,732	12/29/1992
MacLean-Fogg Company	STA-TITE	3,265,634	7/17/2007
MacLean-Fogg Company	STEPLOK	3,446,466	6/10/2008
MacLean-Fogg Company	STRANLINK	561,306	7/8/1952
MacLean-Fogg Company	STRANLINK	2,947,854	5/10/2005
MacLean-Fogg Company	STRANDWISE	2,980,923	8/2/2005
MacLean-Fogg Company	STRANDWISE	561,307	7/8/1952
MacLean-Fogg Company	TWO-WAY	667,937	10/7/1958
MacLean-Fogg Company	UNI-TORQUE	1,972,842	5/7/1996
MacLean-Fogg Company	WHIZ-LOCK	684,653	9/8/1959
MACLEAN-FOGG COMPANY	WIRELINK	725,802	1/2/1962
MacLean-Fogg Company	WIREWISE	717,743	7/4/1961