

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM504299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hinsdale Bank & Trust Company		12/24/2018	Chartered Bank: ILLINOIS
RECEIVING PARTY DATA			
Name:	IR Engraving, LLC		
Street Address:	5901 Lewis Road		
City:	Sandston		
State/Country:	VIRGINIA		
Postal Code:	23150		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2484204	WOOD GRAPHICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6195353917		
Email:	jburke@arendsenlaw.com		
Correspondent Name:	Jeremy Burke		
Address Line 1:	550 West C Street, Suite 1150		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Jeremy Burke		
SIGNATURE:	/JB/		
DATE SIGNED:	01/03/2019		
Total Attachments: 41			
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OP \$40.00 2484204

RELEASE OF SECURITY INTEREST (U.S. TRADEMARKS)

THIS RELEASE is dated as of December 24, 2018 (the "Effective Date") by Hinsdale Bank & Trust Company (the "Bank"), having an address of 25 East First Street, Hinsdale, Illinois 60521.

A security interest in and to the registered trademark set forth on Exhibit A attached hereto (the "Trademark") was assigned to the Bank by Rotation Dynamics Corp., a Delaware corporation, on September 12, 2017, a copy of which is attached hereto as Exhibit B.

Accordingly, the Bank hereby acknowledges and agrees that all of its right, title and interest (including, without limitation, security interests) in and to the Trademark shall hereby automatically terminate (without any representation or warranty of any kind or nature), including, without limitation, the Trademark.


IN WITNESS WHEREOF, the Bank has caused this release to be duly executed by its duly authorized officer as of the Effective Date.

HINSDALE BANK & TRUST COMPANY

By:

Name:

Its:


DAVID G. KILLACK
SENIOR VICE PRESIDENT

TRADEMARK

REEL: 006516 FRAME: 0261

EXHIBIT A

United States Trademark	Registration No.	Registration Date
WOOD GRAPHICS	2484204	9/4/2001

EXHIBIT B

Trademark – Assignment of Security Interest

See attached.

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM443484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rotation Dynamics Corporation		09/12/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hinsdale Bank & Trust Company		
Street Address:	25 East First Street		
City:	Hinsdale		
State/Country:	ILLINOIS		
Postal Code:	60521		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1984746	ROTADYNE	
Registration Number:	2039531	ROTADYNE	
Registration Number:	2046187	ROTADYNE	
Registration Number:	2484204	WOOD GRAPHICS	
Registration Number:	2975552	ULTRA-LIFE	
Registration Number:	2991506	QUADRA-FLO	
Registration Number:	4160876	DUO-FLO	
Registration Number:	4160881	DURANIP	
Registration Number:	4170829	EPUV	
Registration Number:	4170830	HYDRAPLUS	
Registration Number:	4170831	HYDRO-CHROME	
Registration Number:	4164098	NYLO-LITH	
Registration Number:	4164099	POLY-DAMP	
CORRESPONDENCE DATA			
Fax Number:	3125802201		
<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:	3125805062		
Email:	Drogers@thompsoncoburn.com		
TRADEMARK			

OP \$340.00 1984746

Correspondent Name:	Diona E. Rogers
Address Line 1:	55 E. Monroe Street
Address Line 2:	37th Floor
Address Line 4:	Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Diona E. Rogers
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SIGNATURE:	/Diona E. Rogers/
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DATE SIGNED:	09/18/2017
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Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is executed and delivered as of September 12, 2017, by Rotation Dynamics Corporation, a Delaware corporation ("RDC"), RotaDyne Inc., a federal Canada corporation, registered to do business in the Province of Ontario ("RotaDyne"), Wood Graphics, Inc., an Ohio corporation ("Wood Graphics"), Advanced Graphics Technologies, Inc., a Delaware corporation ("AGT"), Katahdin Partners, L.P., a Delaware limited partnership ("Katahdin") (RDC, RotaDyne, Wood Graphics, AGT and Katahdin are each individually a "Borrower" and, collectively the "Borrowers"), to Hinsdale Bank & Trust Company, an Illinois state chartered bank ("Lender").

W I T N E S S E T H:

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrowers pursuant to that certain Loan and Security Agreement of even date herewith by and among Borrowers and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and the "Other Agreements".

WHEREAS, pursuant to the Loan Agreement, Borrowers granted to Lender a security interest and lien in and to all of Borrowers' assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrowers, provided, among other things, Borrowers execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrowers and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers covenant unto and agree with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Liabilities, each Borrower hereby grants and conveys to Lender a security interest and Lien in and to all of such Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D", and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Borrower and now or hereafter covered by such licenses (collectively, the "Licenses"); and

E. the goodwill of such Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Borrowers acknowledge and agree that upon the occurrence of an Event of Default, Lender will have the remedies provided for in the Loan Agreement with respect to the Intellectual Property Collateral. Borrowers covenant and agree to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interests and lien in and to the Intellectual Property Collateral and to consummate transactions in connection with the exercise of remedies by Lender.

3. **New Trademarks, Patents, Copyrights and Licenses.** If, prior to payment of the Liabilities in full, such Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto and such Borrower shall provide Lender with immediate notice thereof. Borrowers hereby authorize Lender to modify this Agreement by amending Exhibits "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

4. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as expressly set forth in the Loan Agreement, nothing contained herein or in the Loan Agreement shall be deemed to limit in any way Borrowers' right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to the occurrence and continuance of an Event of Default. Upon the termination of the

Loan Agreement and the payment in full of all Liabilities (other than contingent indemnification obligations which expressly survive the termination of the Loan Agreement and as to which no demand for payment has been made), the security interests and Liens created by this Agreement shall terminate and Lender (at Borrowers' sole cost and expense) shall promptly execute and deliver to Borrowers such documents and instruments reasonably requested by Borrowers as shall be necessary to evidence the termination of all such security interests and Liens given by Borrowers to Lender hereunder.

5. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Borrowers of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrowers contained in this Agreement and no Event of Default by Borrowers shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrowers specifying such suspension or waiver.

6. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

7. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

8. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower irrevocably hereby designates, makes, constitutes and appoints Lender, and all Persons designated by Lender, as such Borrower's true and lawful attorney and agent-in fact to, upon the occurrence and during the continuation of an Event of Default and in any Borrower's or Lender's name, exercise any one or more of the rights and remedies set forth in the Loan Agreement with respect to the Intellectual Property Collateral. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full (other than contingent indemnification obligations which expressly survive the termination of the Loan Agreement and as to which no demand for payment has been made) and all financing arrangements between Borrowers and Lender have been terminated. Borrowers acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

9. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrowers and their respective successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

10. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

11. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

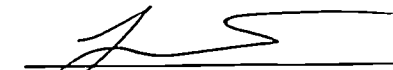
12. **Counterparts.** This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile or email transmitted executed counterpart to this Intellectual Property Security Agreement and the other documents and instruments executed in connection herewith will be deemed an acceptable original for purposes of consummating this Intellectual Property Security Agreement and such other documents and instruments; provided, however, Borrowers shall be required to deliver to Lender original executed signature pages in substitution for said facsimile or email transmitted signature pages upon Lender's request therefor.

13. **Joint and Several.** All references to "Borrowers" and "Borrower" shall mean RDC, RotaDyne, Wood Graphics, AGT and Katahdin, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Borrowers shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of RDC, RotaDyne, Wood Graphics, AGT and Katahdin.

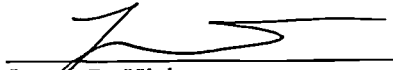
[signature page follows]

IN WITNESS WHEREOF, each Borrower's duly authorized officer has executed this Agreement as of the date first set forth above.


ROTATION DYNAMICS CORPORATION
a Delaware corporation

By: 
Name: James R. Hickey
Title: Vice President, Treasurer and Chief
Financial Officer


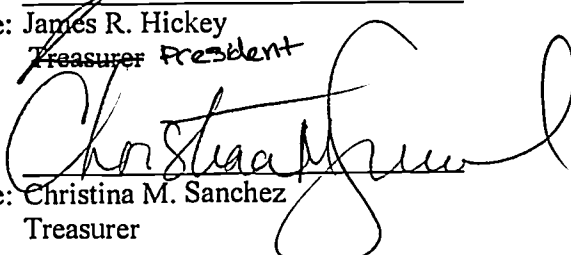
ADVANCED GRAPHICS TECHNOLOGIES, INC.
a Delaware corporation

By: 
Name: James R. Hickey
Title: Vice President and Treasurer

WOOD GRAPHICS, INC.
an Ohio corporation

By: 
Name: James R. Hickey
Title: Vice President and Treasurer

ROTADYNE INC.
A federal Canada corporation

By: 
Name: James R. Hickey
Title: ~~Treasurer~~ President
By: 
Name: Christina M. Sanchez
Title: Treasurer

KATAHDIN PARTNERS, L.P.
a Delaware limited partnership

By: Baxter Peak Holdings, Inc.,
its General Partner

By: _____
Name: Allen M. Hodges
Title: Secretary

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, each Borrower's duly authorized officer has executed this Agreement as of the date first set forth above.

ROTATION DYNAMICS CORPORATION
a Delaware corporation

By: _____
Name: James R. Hickey
Title: Vice President, Treasurer and Chief
Financial Officer

WOOD GRAPHICS, INC.
an Ohio corporation

By: _____
Name: James R. Hickey
Title: Vice President and Treasurer

ADVANCED GRAPHICS TECHNOLOGIES, INC.
a Delaware corporation

By: _____
Name: James R. Hickey
Title: Vice President and Treasurer

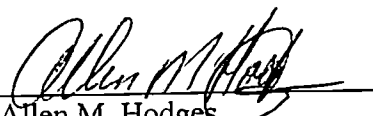
ROTADYNE INC.
A federal Canada corporation

By: _____
Name: James R. Hickey
Title: ~~Treasurer~~ President

By: _____
Name: Christina M. Sanchez
Title: Treasurer

KATAHDIN PARTNERS, LP.
a Delaware limited partnership

By: Baxter Peak Holdings, Inc.,
its General Partner

By: 
Name: Allen M. Hodges
Title: Secretary

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006556 FRAME: 0261

ACCEPTANCE

The undersigned, Hinsdale Bank & Trust Company, accepts the foregoing collateral assignment of Intellectual Property.

HINSDALE BANK & TRUST COMPANY,
an Illinois state chartered bank

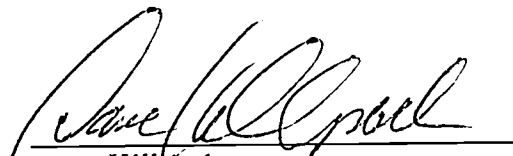
By: 
Name: Dave Killpack
Title: Senior Vice President

EXHIBIT A

Trademarks and Trademark Registrations

<u>Grantor</u>	<u>Trademark</u>	<u>Countr y</u>	<u>Registration No.</u>	<u>Registration Date</u>
Rotation Dynamics Corporation	ROTADYNE	U.S.	1984746	7/2/96
Rotation Dynamics Corporation	ROTADYNE	U.S.	2039531	2/18/97
Rotation Dynamics Corporation	ROTADYNE	U.S.	2046187	3/18/97
Rotation Dynamics Corporation	WOOD GRAPHICS	U.S.	2484204	9/4/01
Rotation Dynamics Corporation	ULTRA-LIFE	U.S.	2975552	7/26/05
Rotation Dynamics Corporation	QUADRA-FLO	U.S.	2991506	9/6/05
Rotation Dynamics Corporation	DUO-FLO	U.S.	4160876	6/19/13
Rotation Dynamics Corporation	DURANIP	U.S.	4160881	6/19/12
Rotation Dynamics Corporation	EPUV	U.S.	4170829	7/10/12
Rotation Dynamics Corporation	HYDRA PLUS	U.S.	4170830	7/10/12
Rotation Dynamics Corporation	HYDRA-CHROME	U.S.	4170831	7/10/12
Rotation Dynamics Corporation	NYLO-LITH	U.S.	4164098	6/26/12
Rotation Dynamics Corporation	POLY-DAMP	U.S.	4164099	6/26/12
Rotation Dynamics Corporation	ROTADYNE	Canada	TMA368,806	5/18/90
Rotation Dynamics Corporation	ROTADYNE	Canada	TMA530,359	7/21/00

EXHIBIT B

Patents and Patent Registrations

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	Application No. or Registration No. (as applicable)	Application Filing Date or Registration <u>Date</u> (as applicable)
Rotation Dynamics Corporation	oscillating roller& assembly	U.S.	5,062,362	11/5/91

EXHIBIT C

Copyrights and Copyright Applications

<u>Grantor</u>	<u>Copyright</u>	<u>Registration Number</u>
Wood Graphics, Inc.	American Ash : no. 6297	VAu000393387
Wood Graphics, Inc.	Bella pessa : Design 6482-ABC	VAu000409144
Wood Graphics, Inc.	2833 (other title: Marble photogravure woodgrain)	VAu000112396
Wood Graphics, Inc.	2853 (other title: Bisque photogravure fabric pattern)	VAu000112391
Wood Graphics, Inc.	2877 (other title: Prime oak photogravure woodgrain)	VAu000112398
Wood Graphics, Inc.	2881 (other title: Olive ash burl parquet)	VAu000112389
Wood Graphics, Inc.	2885 (other title: Floral bouquet photogravure pattern)	VAu000112390
Wood Graphics, Inc.	2895 (other title: Tiger oak photogravure woodgrain)	VAu000112393
Wood Graphics, Inc.	2898 (other title: Pad photogravure abstract)	VAu000112400
Wood Graphics, Inc.	2899 (other title: Tiger oak photogravure woodgrain)	VAu000112392
Wood Graphics, Inc.	American elm : design no. 6248-ABCD	VAu000375358
Wood Graphics, Inc.	Anigre : design 3591	VAu000222466
Wood Graphics, Inc.	Beaded groove : no. 2891	VAu000113831
Wood Graphics, Inc.	Beech : [no.] 2328	VAu000075857
Wood Graphics, Inc.	Birch bark : no. 6210	VAu000387547
Wood Graphics, Inc.	Birdseye maple : design 6155	VAu000380066
Wood Graphics, Inc.	Blue fossil stone : design 6108ABC	VAu000331458
Wood Graphics, Inc.	Blur ridge pine : design 6463-ADC	VAu000409143
Wood Graphics, Inc.	Bruno San Marino : design 1993GHI	VAu000334167
Wood Graphics, Inc.	Burlap : [no.] 1642-F	VAu000127504

<u>Grantor</u>	<u>Copyright</u>	<u>Registration Number</u>
Wood Graphics, Inc.	Burmese teak : no. 2313-DFG	VAu000341956
Wood Graphics, Inc.	Cherry design : design 4119-9-10/2407-A	VAu000338576
Wood Graphics, Inc.	Cherry photogravure woodgrain : [no.] 1760	VAu000114457
Wood Graphics, Inc.	Crotch mahogany, design no. 3494	VAu000220999
Wood Graphics, Inc.	Des. 1994 marble (other title: Rosotica photogravure marble pattern)	VAu000112397
Wood Graphics, Inc.	Ebony : [no.] 2204	VAu000075856
Wood Graphics, Inc.	Elegance : [no.] 2277	VAu000071592
Wood Graphics, Inc.	Emperador marble : design no. 3976-ABC	VAu000337740
Wood Graphics, Inc.	English brown oak ; design no. 3490	VAu000236405
Wood Graphics, Inc.	Fleur-de-pesca : des. 3764FHGI	VAu000376463
Wood Graphics, Inc.	Graystone : design no. 6431-ABCD	VAu000399745
Wood Graphics, Inc.	Hawaiian koa : design no. 3975-ABD	VAu000337741
Wood Graphics, Inc.	Inlayed agate, design no. 3488	VAu000220998
Wood Graphics, Inc.	Koa/rosewood : [no.] 2882	VAu000127506
Wood Graphics, Inc.	Macro tortoise : design no. 6378	VAu000393386
Wood Graphics, Inc.	Mappa burl : no. 3936	VAu000284243
Wood Graphics, Inc.	Marble photogravure woodgrain : [no.] 1898	VAu000079427
Wood Graphics, Inc.	New oak : [no.] 2879	VAu000141334
Wood Graphics, Inc.	Noir verdi apli marble, design no. 3399	VAu000220997
Wood Graphics, Inc.	Pad : [no.] 2898-C	VAu000141352
Wood Graphics, Inc.	Palomino cork : design 6199-ABCD	VAu000368372
Wood Graphics, Inc.	Parquet walnut : [no.] 2921-A	VAu000127507
Wood Graphics, Inc.	Pearwood : design 3568	VAu000222465
Wood Graphics, Inc.	Pecan photogravure woodgrain : [no.] 2300	VAu000079429
Wood Graphics, Inc.	Piedra : no. 6296-ABCD	VAu000356203
Wood Graphics, Inc.	Planked oak : [no.] 2256	VAu000075855
Wood Graphics, Inc.	1280 (other title: Elm photogravure woodgrain)	VAu000112388
Wood Graphics, Inc.	1280 (other title: Knotty pine photogravure woodgrain)	VAu000112394

<u>Grantor</u>	<u>Copyright</u>	<u>Registration Number</u>
Wood Graphics, Inc.	1280 (other title: Pecan photogravure woodgrain)	VAu000112395
Wood Graphics, Inc.	Cedar Shake 9638	VAu001072924
Wood Graphics, Inc.	Pommele : no. Des-3882 A.B.C.	VAu000308298
Wood Graphics, Inc.	Reliance Tiger oak : no. 2899	VAu000141333
Wood Graphics, Inc.	Rift oak : [no.] 2256-H	VAu000127505
Wood Graphics, Inc.	Rose marble : design 6425	VAu000403734
Wood Graphics, Inc.	Rubberwood : design 6320	VAu000385363
Wood Graphics, Inc.	Sand : [no.] 2162	VAu000113832
Wood Graphics, Inc.	Sculptured pearl : no. 2143- FGH	VAu000339562
Wood Graphics, Inc.	Shingles 9629	VAu001072925
Wood Graphics, Inc.	Soliloquy : design 6073-ABC	VAu000351287
Wood Graphics, Inc.	Sweet sistine : design 6211- ABC	VAu000375357
Wood Graphics, Inc.	Teak photogravure woodgrain : [no.] 2309	VAu000079428
Wood Graphics, Inc.	Teraline : [no.] 2123	VAu000071590
Wood Graphics, Inc.	Toscana : Design 3992-ABC	VAu000346743
Wood Graphics, Inc.	Toscanna : design 3992-ABC	VAu000327967
Wood Graphics, Inc.	Ubatuba : no. DES-3983-ABC	VAu000346223
Wood Graphics, Inc.	Verdigris : design no. 6123- 1BC	VAu000341690
Wood Graphics, Inc.	Walnut box parquet : [no.] 2273	VAu000071591

EXHIBIT D

License Agreements

None.

6579478.5

Hinsdale Bank & Trust Company

September 29, 2017

Rotation Dynamics Corporation
1101 Windham Parkway
Romeoville, Illinois 60446
Attention: James R. Hickey

Mr. Hickey:

Reference is made to that certain Loan and Security Agreement dated as of September 12, 2017 (as amended or restated from time to time, the "Loan Agreement"), by and among Rotation Dynamics Corporation, a Delaware corporation ("RDC"), RotaDyne Inc., a federal Canada corporation, registered to do business in the Province of Ontario, ("RotaDyne"), Wood Graphics, Inc., an Ohio corporation ("Wood Graphics"), Advanced Graphics Technologies, Inc., a Delaware corporation ("AGT"), and Katahdin Partners, L.P., a Delaware limited partnership ("Katahdin") (RDC, RotaDyne, Wood Graphics, AGT and Katahdin are each individually a "Borrower" and, collectively the "Borrowers"), and Hinsdale Bank & Trust Company, an Illinois state chartered bank ("Lender"). Capitalized terms used but not otherwise defined herein are used herein as defined in the Loan Agreement.

This will confirm that following the satisfaction of the conditions precedent set forth in this payoff letter (the "Conditions Precedent"), Lender shall (i) be deemed to have released the lien and security interest of Lender in those certain assets of RDC set forth on Exhibit "A" attached hereto and incorporated herein (the "Acquired Assets") and sold pursuant to the Asset Purchase Agreement dated as of September 29, 2017, by and between RDC, as seller, and **IR Engraving, LLC**, a Delaware limited liability company, as buyer ("Purchaser") (the "Purchase Agreement"), and (ii) be deemed to have consented to the transaction contemplated by the Purchase Agreement. Notwithstanding the foregoing, nothing herein shall be deemed a release by Lender of its security interest and lien in the proceeds arising from the sale of the Acquired Assets to Purchaser.

The aforementioned release will be effective upon the full satisfaction of the following conditions precedent (the "Conditions Precedent"):

1. the sale of the Acquired Assets shall have closed and title to the Acquired Assets shall have transferred to Purchaser;
2. Lender shall have received a countersigned copy of the this letter, duly executed by each Borrower, Robins and Robins Trust;
3. Lender shall have received a copy of the final fully executed Purchase Agreement with no material changes from the Purchase Agreement attached hereto; and
4. the purchase price in the amount of [REDACTED] (the "Purchase Price") shall have been wired to RDC pursuant to the wire instructions set forth below, on or before September 29, 2017.

The Purchase Price should be sent to RDC by wire transfer of immediately available funds to:

Hinsdale Bank & Trust Company
25 East First Street
Hinsdale, Illinois 60521
ABA No.: 071925402
Account No.: [REDACTED]
For credit to: Rotation Dynamics Corporation

The Purchase Price shall be applied by Lender as follows: [REDACTED]
[REDACTED]

Each of the Borrowers hereby acknowledges and agrees that it remains jointly and severally liable for all obligations of Borrowers to Lender after the release of the Acquired Assets and the application of the Purchase Price to Term Loan B and the Revolving Loan.

Except for the Acquired Assets, this release shall not, in any way, affect, impair or release any of Lender's liens on or security interests in any other collateral pledged by Borrowers or any other party under the Loan Agreement, or any of the other Loan Documents. Furthermore, this release shall not, in any way, affect or impair any other loan, guaranty or mortgage obligation to Lender from the Borrowers or any Borrower as a result of the prior executed loan documents and/or guaranties.

IN CONSIDERATION OF LENDER'S EXECUTION AND DELIVERY OF THIS LETTER, THE BORROWERS HEREBY, INDIVIDUALLY AND COLLECTIVELY, WAIVE, RELEASE AND FOREVER DISCHARGE LENDER, ITS PREDECESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, ATTORNEYS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND EACH OF THEM, OF AND FROM ANY AND ALL CLAIMS, DEMANDS, COUNTERCLAIMS, SET-OFFS, DEFENSES, DEBTS, OBLIGATIONS, COSTS, EXPENSES, ACTIONS, CAUSES OF ACTION AND DAMAGES OF EVERY KIND, NATURE AND DESCRIPTION WHATSOEVER, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, LIQUIDATED OR UNLIQUIDATED, AND INSURED OR UNINSURED, WHICH THE BORROWERS HERETOFORE, NOW AND FROM TIME TO TIME HEREAFTER OWN, HOLD OR HAVE BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER, ARISING ON OR BEFORE THE DATE OF THIS LETTER FROM, RELATING TO OR IN CONNECTION WITH THE LOAN AGREEMENT, THE LIABILITIES SET FORTH IN THE LOAN AGREEMENT OR THIS LETTER.

If the Purchase Price is not received by 4:30 p.m. Chicago time on September 29, 2017, this letter agreement shall automatically terminate and be of no further effect, without further action of Lender.

[signature page follows]

This letter agreement may be executed in counterparts and be delivered by facsimile or email transmission. This shall constitute an agreement made in, and governed by, the internal laws of the State of Illinois.

Please indicate your acknowledgement of, and agreement to, the above referenced terms by executing and returning a countersigned copy of this letter agreement.

Very truly yours,

HINSDALE BANK & TRUST COMPANY
an Illinois state chartered bank

By:


Name:  Dave Kilpack

Title: Senior Vice President

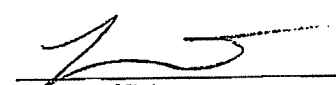
[signature page to IR Engraving, LLC - Payoff Letter]

ACKNOWLEDGED AND AGREED:

ROTATION DYNAMICS CORPORATION,
a Delaware corporation

By: 
Name: James R. Hickey
Title: Vice President, Treasurer and Chief
Financial Officer

WOOD GRAPHICS, INC.,
an Ohio corporation


By: 
Name: James R. Hickey
Title: Vice President and Treasurer

KATAHDIN PARTNERS L.P.,
a Delaware limited partnership


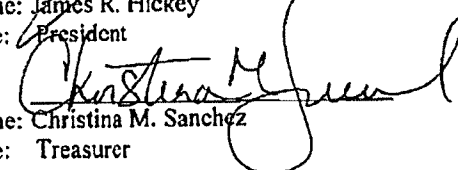
By: Baxter Peak Holdings, Inc.,
a Delaware corporation
its General Partner

By: _____
Name: Allen M. Hodges
Title: Secretary

ADVANCED GRAPHICS TECHNOLOGIES, INC.,
a Delaware corporation

By: 
Name: James R. Hickey
Title: Vice President and Treasurer

ROTADYNE INC.,
a federal Canada corporation

By: 
Name: James R. Hickey
Title: President
By: 
Name: Christina M. Sanchez
Title: Treasurer

JEREMIAH B. ROBINS, an individual

THE JEREMIAH B. ROBINS TRUST
dated July 14, 1981, as amended

By: _____
Jeremiah B. Robins, Trustee

cc: Mr. William P. Robin, Wintrust Commercial Banking, via facsimile (888) 269-0793
Victor A. Des Laurier, Esq., via facsimile: (312) 501-2201
Beth D. Vogel, Esq. via facsimile: (312) 782-8585

[acknowledgment page to IR Engraving, LLC - Payoff Letter]

ACKNOWLEDGED AND AGREED:

ROTATION DYNAMICS CORPORATION,
a Delaware corporation

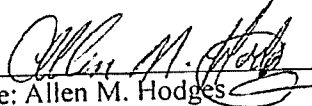
By: _____
Name: James R. Hickey
Title: Vice President, Treasurer and Chief
Financial Officer

WOOD GRAPHICS, INC.,
an Ohio corporation

By: _____
Name: James R. Hickey
Title: Vice President and Treasurer

KATAHDIN PARTNERS L.P.,
a Delaware limited partnership

By: Baxter Peak Holdings, Inc.,
a Delaware corporation
its General Partner

By: 
Name: Allen M. Hodges
Title: Secretary

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a Delaware corporation

By: _____
Name: James R. Hickey
Title: Vice President and Treasurer

ROTADYNE INC.,
a federal Canada corporation

By: _____
Name: James R. Hickey
Title: President

By: _____
Name: Christina M. Sanchez
Title: Treasurer

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[acknowledgment page to IR Engraving, LLC - Payoff Letter]

ACKNOWLEDGED AND AGREED:

ROTATION DYNAMICS CORPORATION,
a Delaware corporation

By: _____
Name: James R. Hickey
Title: Vice President, Treasurer and Chief
Financial Officer

WOOD GRAPHICS, INC.,
an Ohio corporation

By: _____
Name: James R. Hickey
Title: Vice President and Treasurer

KATAHDIN PARTNERS L.P.,
a Delaware limited partnership

By: Baxter Peak Holdings, Inc.,
a Delaware corporation
its General Partner

By: _____
Name: Allen M. Hodges
Title: Secretary


ADVANCED GRAPHICS TECHNOLOGIES, INC.,
a Delaware corporation

By: _____
Name: James R. Hickey
Title: Vice President and Treasurer

ROTADYNE INC.,
a federal Canada corporation

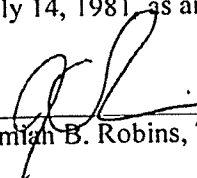
By: _____
Name: James R. Hickey
Title: President

By: _____
Name: Christina M. Sanchez
Title: Treasurer



JEREMIAH B. ROBINS, an individual

THE JEREMIAH B. ROBINS TRUST
dated July 14, 1981, as amended

By: 

Jeremiah B. Robins, Trustee

cc: Mr. William P. Robin, Wintrust Commercial Banking, via facsimile (888) 269-0793
Victor A. Des Laurier, Esq., via facsimile: (312) 501-2201
Beth D. Vogel, Esq. via facsimile: (312) 782-8585

[acknowledgment page to IR Engraving, LLC - Payoff Letter]

EXHIBIT "A"

ACQUIRED ASSETS

See attached schedules from Purchase Agreement.

SCHEDULE 2.1(A)
SPECIFIED EQUIPMENT

UNITED ENGRAVING ASSET LIST
1931 WEINIG STREET
STATESVILLE, NC 28677

Asset ID	Description	Placed in Service Date
UNTD 95000037	GRAVO ENGRAVER	9/1/1999
UNTD 95000041	POLISHMASTER POLISHR	12/1/1999
UNTD 95000069	Titanium Chrome Tank & rectifier	12/1/2012
UNTD 95000070	Small Lathe	8/1/2013
UNTD 95000038	Helio Engraver	9/1/1999
UNTD 95000051	Crane & hoist equipment (Gravo & Helio)	5/31/2005
UNTD 95000065	Mold for shipping boxes	8/1/2007
Not Listed	ARTCO / Eastern lathe for turning off	Unkown
Not Listed	chrome	Unkown
	Small Grinder	

Miscellaneous tooling, fixtures, gauges, hand tools, carts, and accessories (i.e. gloss meters, hardness, testers, microscopes, etc.) required to provide products and services to customers.

WOOD GRAPHICS ASSET LIST
1270 HILLSMITH DRIVE
CINCINNATI, OH 45215

Asset ID	Description	Placed in Service Date
WGI 96000006	CAPITAL LEASE-LASER	11/1/2001
WGI 96000001	IMPROVE-LASER MACH.	12/1/2001
WGI 96000002	RIGGING,DUTY,FREIGHT	12/1/2001
WGI 96000003	COATING MACHINE	12/1/2001
WGI 96000004	LASER INSTALLATION	12/1/2001
WGI 96000005	WASH TANK	12/1/2001
WGI 96000024	Replacement of Laser Computer	1/1/2011
WGI 93000173	New Chiller	11/1/2012
WGI 93000174	Replace chrome Rectifier	1/1/2013
WGI 96000029	Micro Gloss Meter	3/1/2014
WGI 96000030	4446 Tri Gloss Meter	5/1/2014

WGI 94000033	4 New Workstations	5/1/2015
WGI 96000031	Laser Beam Upgrade	12/31/2015
WGI 96000008	Video Microscope Upgrade	4/21/1992
WGI 93000161	Ultrasonic Hardness tester	5/1/1996
WGI 96000015	Glossmeter for Emboss	6/1/1998
WGI 93000152	Copper Test Unit SP10	2/1/2004

Miscellaneous tooling, fixtures, gauges, hand tools, carts, and accessories (i.e. gloss meters, hardness, testers, microscopes, etc.) required to provide products and services to customers.

SCHEDULE 2.1(B)
INTELLECTUAL PROPERTY

“Wood Graphics” trade name

SCHEDULE 2.1(C)
INVENTORY

Statesville 14" Bases	Qty 90 @ \$255.00ea	= \$22,950.00
Statesville 15" Bases	Qty 15 @ \$255.00 ea	= \$3,825.00
Statesville boxes	Qty 196 @ \$18.34ea	= \$3,594.64
Cincinnati WIP		\$57,780.34
LCM Adjustment		(\$5,925.06)
TOTAL		\$82,224.92

SCHEDULE 2.1(D)
ACCOUNTS RECEIVABLE

Statesville	\$42,425.10
Cincinnati	\$200,827.46
Total A/R	\$243,252.56

SCHEDULE 2.1(E)
PURCHASE ORDERS AND CONTRACTS

SEE ATTACHED PDF

WOOD GRAPHICS, INC.

****PURCHASE ORDER****

NUMBER 049587

1

SHIP TO: WOOD GRAPHICS, INC.
1270 HILLSMITH DRIVE
CINCINNATI, OH 45215-1297

PHONE NUMBER 513-771-6300

CYCLICRON ENGINEERED CYLINDERS
LLC

5171 MARITIME ROAD
JEFFERSONVILLE IN 47130
812-283-4600

DATE
09/14/17
SHIP VIA
CHR
TERMS .00/40

FOB
ACKN. REQ. Y
CONFIRM TO

DO NOT DUPLICATE

LINE	QUANTITY	UM	DESCRIPTION	NEEDED BY	COST/UM	EXTENSION
01	1	EA	9.000 X 52 NEW BASE/BOX/COPPER NON STOCK 188131	10/04/17 G/L 1500000093	1105.000	1105.00
02			BOX WITH KDHT AND IPPC STAMPING FOR OUT OF STATE SHIPMENTS*			
03			PER QUOTE 30287 TAX EXEMPT 31 184503			

1105.00

+ 305⁸³

WOOD GRAPHICS, INC.

****PURCHASE ORDER****

NUMBER 049588

1

SHIP TO: WOOD GRAPHICS, INC.
1270 HILLSMITH DRIVE
CINCINNATI, OH 45215-1297

PHONE NUMBER 513-771-6300

CYLICRON ENGINEERED CYLINDERS
LLC
5171 MARITIME ROAD
JEFFERSONVILLE IN 47130
812-283-4600

DATE
09/15/17
SHIP VIA CHR
TERMS .00/40

FOB ORIGIN
ACKN. REQ. Y
CONFIRM TO

DO NOT DUPLICATE

LINE	QUANTITY	UM	DESCRIPTION	NEEDED BY	COST/UM	EXTENSION
01	1	EA	8.980 X 14 NEW BASE AND BOX NON STOCK	10/03/17 188173 G/L 1500000093	458.000	458.00
02			PER QUOTE 30488 DRW#R114-009 TAX EXEMPR 31 184503			

458.00

Do Cop Sheet when Back

WOOD GRAPHICS, INC.

****PURCHASE ORDER****

NUMBER 049594

SHIP TO: WOOD GRAPHICS, INC.
1270 HILLSMITH DRIVE
CINCINNATI, OH 45215-1297

PHONE NUMBER 513-771-6300

CYLICRON ENGINEERED CYLINDERS
LLC
5171 MARITIME ROAD
JEFFERSONVILLE IN 47130
812-283-4600

1
DATE
09/19/17
SHIP VIA CHR
TERMS .00/40

FOB ORIGIN
ACKN. REQ. Y
CONFIRM TO

DO NOT DUPLICATE

LINE	QUANTITY	UM	DESCRIPTION	NEEDED BY	COST/UM	EXTENSION
01	1	EA	11.800 X 82.6 CYLINDER NON STOCK	09/27/17 188121 G/L 1500000093	528.690	528.69
02			TO BE ELECTRONIC COPPER PLATED TO RTE 11.800 TAX EXEMPT 31 184503			

528.69

WOOD GRAPHICS, INC.

****PURCHASE ORDER****

NUMBER 049597

1

SHIP TO: WOOD GRAPHICS, INC.
1270 HILLSMITH DRIVE
CINCINNATI, OH 45215-1297

PHONE NUMBER 513-771-6300

CYLICRON ENGINEERED CYLINDERS
LLC

5171 MARITIME ROAD
JEFFERSONVILLE IN 47130
812-283-4600

DATE
09/19/17
SHIP VIA CHR
TERMS .00/40

FOB ORIGIN
ACKN. REQ. Y
CONFIRM TO

DO NOT DUPLICATE

LINE	QUANTITY	UM	DESCRIPTION	NEEDED BY	COST/UM	EXTENSION
01	1	EA	9.5891 X 65 BASE/BOX/COPPER NON STOCK 188251	10/10/17 G/L 1500000093	2734.000	2734.00
02			FINISH ON COPPER SHOULD MEASURE 0.3-.45RZ TAX EXEMPT 31 184503			

2734.00

WOOD GRAPHICS, INC.

****PURCHASE ORDER****

NUMBER 049589

1

SHIP TO: WOOD GRAPHICS, INC.
1270 HILLSMITH DRIVE
CINCINNATI, OH 45215-1297

PHONE NUMBER 513-771-6300

CYCLICRON ENGINEERED CYLINDERS
LLC
5171 MARITIME ROAD
JEFFERSONVILLE IN 47130
812-283-4600

DATE
09/20/17
SHIP VIA CHR
TERMS .00/40

FOB ORIGIN
ACKN. REQ. Y
CONFIRM TO

DO NOT DUPLICATE

LINE	QUANTITY	UM	DESCRIPTION	NEEDED BY	COST/UM	EXTENSION
01	1	EA	11.435 X 23.75 CYLINDER NON STOCK	09/28/17	219.450	219.45
02			TO BE ELECTRONIC COPPER PLATED TO RTE 11.435" DRW#121806 TAX EXEMPT 31 184503			

219.45

565#

WOOD GRAPHICS, INC.

****PURCHASE ORDER****

NUMBER 049590

1

SHIP TO: WOOD GRAPHICS, INC.
1270 HILLSMITH DRIVE
CINCINNATI, OH 45215-1297

PHONE NUMBER 513-771-6300

CYLICRON ENGINEERED CYLINDERS
LLC
5171 MARITIME ROAD
JEFFERSONVILLE IN 47130
812-283-4600

DATE
09/20/17
SHIP VIA CHR
TERMS .00/40

FOB ORIGIN
ACKN. REQ. Y
CONFIRM TO

DO NOT DUPLICATE

LINE	QUANTITY	UM	DESCRIPTION	NEEDED BY	COST/UM	EXTENSION
01	1	EA	7.736 X 66 PRINT CYLINDER NON STOCK	09/28/17 188201 G/L 1500000093	324.560	324.56
02			TO BE ELECTRONIC COPPER PLATED TO RTE 7.736" DRW#PRB110695 TAX EXEMPT 31 184503			

324.56

1500#

WOOD GRAPHICS, INC.

****PURCHASE ORDER****

NUMBER 049592

1

SHIP TO: WOOD GRAPHICS, INC.
1270 HILLSMITH DRIVE
CINCINNATI, OH 45215-1297

PHONE NUMBER 513-771-6300

CYLICRON ENGINEERED CYLINDERS
LLC

5171 MARITIME ROAD
JEFFERSONVILLE IN 47130

812-283-4600

DATE
09/20/17
SHIP VIA CHR
TERMS .00/40

FOB ORIGIN
ACKN. REQ. Y
CONFIRM TO

DO NOT DUPLICATE

LINE	QUANTITY	UM	DESCRIPTION	NEEDED BY	COST/UM	EXTENSION
01	1	EA	11.990 X 68 PRINT CYLINDER NON STOCK	09/28/17 188141 G/L 1500000093	458.600	458.60
02			WTO BE ELECTRONIC COPPER PLATED TO RTE 11.990 DRW#060407 TAX EXEMPT 31 184503			

458.60

2500#

TRADEMARK
REEL: 006516 FRAME: 0298

WOOD GRAPHICS, INC.

****PURCHASE ORDER****

NUMBER 049598

1

SHIP TO: WOOD GRAPHICS, INC.
1270 HILLSMITH DRIVE
CINCINNATI, OH 45215-1297

PHONE NUMBER 513-771-6300

CYLICRON ENGINEERED CYLINDERS
LLC
5171 MARITIME ROAD
JEFFERSONVILLE IN 47130
812-283-4600

DATE
09/21/17
SHIP VIA CHR
TERMS .00/40

FOB ORIGIN
ACKN. REQ. Y
CONFIRM TO

DO NOT DUPLICATE

LNE	QUANTITY	UM	DESCRIPTION	NEEDED BY	COST/UM	EXTENSION
01	1	EA	10.000 X 69 PRINT CYLINDER NON STOCK	09/29/17	403.480	403.48
			178702 G/L 15000000093			
02			TO BE ELECTRONIC COPPER PLATED TO RTE 10.000" DRW#W004-174 TAX EXEM[T 31 184503			

403.48

WOOD GRAPHICS, INC.

****PURCHASE ORDER****

NUMBER 051203

1

SHIP TO: WOOD GRAPHICS, INC.
1270 HILLSMITH DRIVE
CINCINNATI, OH 45215-1297

PHONE NUMBER 513-771-6300

DARK DIAMONDS INC
P O BOX 22
MONTVILLE, OH 44064

440-968-3500

DATE
09/26/17
SHIP VIA BEST
TERMS .00/40
FOB ORIGIN
ACKN. REQ. Y
CONFIRM TO

DO NOT DUPLICATE

LINE	QUANTITY	UM	DESCRIPTION	NEEDED BY	COST/UM	EXTENSION
01	2	EA	DIAMOND 120 SYN NORMAL - RELAP 3312R R30 000000	10/12/17 G/L 1400000093	99.333	198.67
02			4120#5690, 4120#9293			
03	1	EA	DIAMOND 130 SYN NORMAL - RELAP 3512R R30 000000	10/12/17 G/L 1400000093	101.070	101.07
04			4130 #392 TO BE RESHARPENED			
05	2	EA	DIAMOND 130 SYN NORMAL 3512 R30 000000	10/12/17 G/L 1400000093	225.000	450.00
06			NEW TAX EXEMPT 31 184503			
						749.74

TRADEMARK
REEL: 006516 FRAME: 0300

WOOD GRAPHICS, INC.

****PURCHASE ORDER****

NUMBER 081190

1

SHIP TO: WOOD GRAPHICS, INC.
1270 HILLSMITH DRIVE
CINCINNATI, OH 45215-1297

DATE
09/06/17
SHIP VIA BEST
TERMS .00/30

PHONE NUMBER 513-771-6300

ROTADYNE
315 INDUSTRIAL DRIVE

FOB ORIGIN
ACKN. REQ. Y
CONFIRM TO

FRANKLIN OH 45005
800-922-2833

DO NOT DUPLICATE

LINE	QUANTITY	UM	DESCRIPTION	NEEDED BY	COST/UM	EXTENSION
01	1	EA	COVER ROLL WITH 9.5" FACE 4" DIAMETER NON STOCK 187711	09/13/17 G/L 1500000093	.000	.00
02			THEN .75" LAYER OF EPUV WHICH SHOULD BE 40 DUROMETER TAX EXEMPT 31 184503			

.00