

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509939

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: 12			
Property Type	Number	Word Mark	
Registration Number:	1984746	ROTADYNE	
Registration Number:	2039531	ROTADYNE	
Registration Number:	2046187	ROTADYNE	
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		
Correspondent Name:	Diona Rogers		

OP \$315.00 1984746

Address Line 1: 55 E. Monroe
Address Line 2: 37th Floor
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Diona E. Rogers

SIGNATURE: /Diona E. Rogers/

DATE SIGNED: 02/13/2019

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.

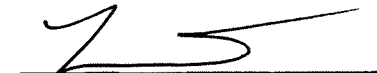
ROTATION DYNAMICS CORPORATION
a Delaware corporation

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

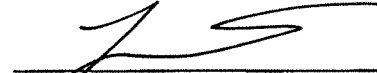
ADVANCED GRAPHICS TECHNOLOGIES, INC.
a Delaware corporation

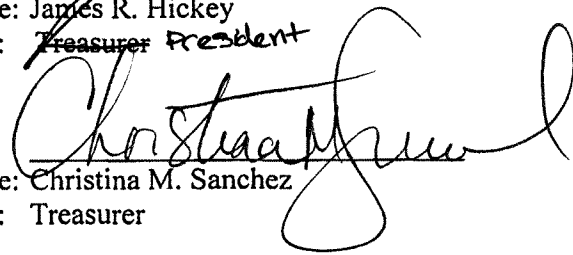
By: 
Name: James R. Hickey
Title: Vice President and Treasurer

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, 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]

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

KATAHDIN PARTNERS, L.P.
a Delaware limited partnership

By: Baxter Peak Holdings, Inc.,
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: ~~Treasurer~~ President

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


[Signature page to Intellectual Property Security Agreement]

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

[Acceptance page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006561 FRAME: 0140

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	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>	<u>Application No. or Registration No. (as applicable)</u>	<u>Application Filing Date or Registration Date (as applicable)</u>
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.

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