

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM510394

|   |   |                                |                       |
|---|---|--------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                                |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |                                |                       |
| <b>CONVEYING PARTY DATA</b>   |   |                                |                       |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b>          | <b>Entity Type</b>    |
| Fona Technologies Inc.  |   | 02/08/2019                     | Corporation: ILLINOIS |
| <b>RECEIVING PARTY DATA</b>   |   |                                |                       |
| <b>Name:</b>  | BMO Harris Bank N.A.                        |                                |                       |
| <b>Street Address:</b>  | 111 W. Monroe, 5W                           |                                |                       |
| <b>City:</b>  | Chicago                                     |                                |                       |
| <b>State/Country:</b>   | ILLINOIS                                    |                                |                       |
| <b>Postal Code:</b>   | 60603                                       |                                |                       |
| <b>Entity Type:</b>   | national banking association: UNITED STATES |                                |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |   |                                |                       |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>               |                       |
| <b>Registration Number:</b>   | 3164902                                     | FONATECH                       |                       |
| <b>Registration Number:</b>   | 3236045                                     | FROM IMAGINATION TO INNOVATION |                       |
| <b>CORRESPONDENCE DATA</b>  |   |                                |                       |
| <b>Fax Number:</b>  | 2029068669                                  |                                |                       |
| <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> |   |                                |                       |
| <b>Phone:</b>   | 202.906.8618                                |                                |                       |
| <b>Email:</b>   | tm@dykema.com                               |                                |                       |
| <b>Correspondent Name:</b>  | Eric T. Fingerhut                           |                                |                       |
| <b>Address Line 1:</b>  | 1301 K Street, N.W., Suite 1100 West        |                                |                       |
| <b>Address Line 4:</b>  | Washington, D.C. 20005                      |                                |                       |
| <b>NAME OF SUBMITTER:</b>   | Eric T. Fingerhut                           |                                |                       |
| <b>SIGNATURE:</b>   | /eric t. fingerhut/                         |                                |                       |
| <b>DATE SIGNED:</b>   | 02/15/2019                                  |                                |                       |
| <b>Total Attachments: 8</b>   |   |                                |                       |
| source=Second Amended and Restated Trademark Security Agreement (Fona Technologies Inc. to BMO Harris Bank N.A.)#page1.tif  |   |                                |                       |
| source=Second Amended and Restated Trademark Security Agreement (Fona Technologies Inc. to BMO Harris Bank N.A.)#page2.tif  |   |                                |                       |
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**SECOND AMENDED AND RESTATED SHORT FORM  
TRADEMARK SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of February 8, 2019, is by FONA TECHNOLOGIES INC., an Illinois corporation ("Grantor"), in favor of BMO HARRIS BANK N.A., a national banking association, its successors and assigns ("Grantee").

**WITNESSETH:**

WHEREAS, FONA International Inc., an Illinois corporation and Kautz Road LLC, an Illinois limited liability company (each a "Borrower" and collectively the "Borrowers") have heretofore requested that the Grantee extend credit or otherwise make financial accommodations available to or for the account of the Borrowers pursuant to that certain Amended and Restated Credit Agreement dated as of September 29, 2014 by and among Borrowers and Grantee (as heretofore amended, restated, modified or supplemented, the "Existing Credit Agreement"). In connection with the Existing Credit Agreement, (i) Grantor entered into that certain Amended and Restated Guaranty dated as of September 29, 2014 in favor of Grantee (as heretofore amended, restated, modified or supplemented, the "Existing Guaranty"), (ii) Grantor entered into that certain Amended and Restated General Security Agreement dated as of September 29, 2014 to and for the benefit of Grantee (as heretofore amended, restated, modified or supplemented, the "Existing Security Agreement"), and (iii) Grantor entered into that certain Amended and Restated Short Form Trademark Security Agreement dated as of September 29, 2014 to and for the benefit of Grantee (as heretofore amended, restated, modified or supplemented, the "Existing Trademark Security Agreement");

WHEREAS, concurrently herewith, Borrowers and Grantee are entering into that certain Second Amended and Restated Credit Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), which Credit Agreement amends and restates the Existing Credit Agreement in its entirety, and pursuant to which Grantee is continuing to extend credit or otherwise making financial accommodations available to or for the account of the Borrowers;

WHEREAS, in connection with the Credit Agreement, (i) Grantor has executed and delivered to Grantee that certain Second Amended and Restated Joint and Several Guaranty dated as of even date herewith in favor of Grantee (as amended, restated, modified or supplemented and in effect from time to time, the "Guaranty"), which Guaranty amends and restates the Existing Guaranty in its entirety, and (ii) Grantor and Grantee have entered into that certain Second Amended and Restated General Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), which Security Agreement amends and restates the Existing Security Agreement in its entirety; and

WHEREAS, as a condition to continuing to extend any such credit or otherwise making such financial accommodations available and entering into the Credit Agreement and pursuant to the Security Agreement, the Grantee requires, among other things, the Grantor to execute and

deliver this Trademark Security Agreement, which amends and restates the Existing Trademark Security Agreement in its entirety;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee to enter into the Credit Agreement and to induce the Grantee to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the indebtedness secured by the Security Agreement, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

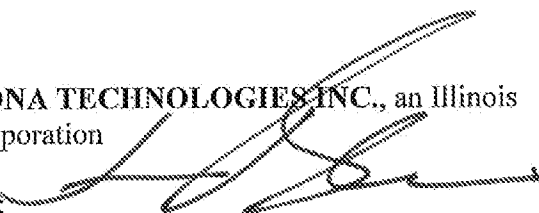
Section 6. Amendment and Restatement. This Trademark Security Agreement amends and restates the Existing Trademark Security Agreement in its entirety effective as of the

date hereof. Nothing herein shall be construed as having the effect of terminating or releasing the liens and security interests granted pursuant to the Existing Trademark Security Agreement. Instead, it is the express intention of the Grantor to reaffirm such grants as valid and enforceable security interests and liens which originally attached to the Trademark Collateral pursuant to the Existing Trademark Security Agreement and are continuing in favor of Grantee under this Trademark Security Agreement. Neither the execution and delivery of this Trademark Security Agreement nor any of the terms hereof shall be deemed to adversely affect any of the liens and security interests in favor of Grantee under the Existing Trademark Security Agreement, as amended and restated hereby.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Second Amended and Restated Short Form Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**FONA TECHNOLOGIES INC.**, an Illinois corporation

By:   
Name: Joseph J. Slawek  
Title: Chief Executive Officer

Acknowledged:

**BMO HARRIS BANK N.A.**

By: \_\_\_\_\_  
Name: David DeWitt  
Title: Director

[Signature Page to Second Amended and Restated Short Form Trademark Security Agreement - FONA Technologies]

**TRADEMARK**  
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ACKNOWLEDGEMENTS

STATE OF ILLINOIS )  
 )ss.  
COUNTY OF KANE )

I JULIA K. CEITHAML, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph J. Slawek, the Chief Executive Officer of FONA TECHNOLOGIES, INC., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8<sup>th</sup> day of February, 2019.

Julia K. Ceithaml  
Notary Public

My Commission Expires: JUNE 15 2020



STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David DeWitt, a Director at BMO HARRIS BANK N.A., a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of February, 2019

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[Signature Page to Second Amended and Restated Short Form Trademark Security Agreement - FONA Technologies]

IN WITNESS WHEREOF, the Grantor has caused this Second Amended and Restated Short Form Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**FONA TECHNOLOGIES INC.**, an Illinois corporation

By: \_\_\_\_\_

Name: Joseph J. Slawek

Title: Chief Executive Officer

Acknowledged:

**BMO HARRIS BANK N.A.**

By: \_\_\_\_\_

Name: David DeWitt

Title: Director

[Signature Page to Second Amended and Restated Short Form Trademark Security Agreement - FONA Technologies]

**TRADEMARK**  
**REEL: 006565 FRAME: 0390**



ACKNOWLEDGEMENTS

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph J. Slawek, the Chief Executive Officer of FONA TECHNOLOGIES, INC., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of February, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF IL )  
 )ss.  
COUNTY OF COOK )

I Jordan C. Ruiz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David DeWitt, a Director at BMO HARRIS BANK N.A., a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7<sup>th</sup> day of February, 2019

Jordan C. Ruiz  
Notary Public

My Commission Expires: May 5, 2021



[Signature Page to Second Amended and Restated Short Form Trademark Security Agreement - FONA Technologies]

**SCHEDULE I  
TO  
SHORT FORM TRADEMARK SECURITY AGREEMENT**

| <b>Trademark Name</b>                | <b>Registration Date</b> | <b>Expiration Date</b> | <b>Registration No.</b> |
|--------------------------------------|--------------------------|------------------------|-------------------------|
| FONATECH.                            | 10/31/2006               | <b>10/31/2026</b>      | 3,164,902               |
| From<br>Imagination to<br>Innovation | 5/1/2007                 | <b>5/1/2027</b>        | 3,236,045               |

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