

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOFA INDUSTRIES, LLC		03/05/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BELL BANK		
Street Address:	80 South 8th Street		
Internal Address:	Suite 3075		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Banking Corporation: NORTH DAKOTA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4751282	LOFA INDUSTRIES INC.	
Registration Number:	4297252	LI LOFA INDUSTRIES, INC.	
Registration Number:	4291127	CANPLUS	
Registration Number:	4291126	ALUFLEX	
Registration Number:	2605985	ALUFLEX	
Registration Number:	3415287	CANPLUS	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927707		
Email:	enewby@fredlaw.com		
Correspondent Name:	Emma Newby, Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 South Sixth Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Emma Newby		
SIGNATURE:	/Emma Newby/		

OP \$165.00 4751282

DATE SIGNED:	03/07/2019
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Total Attachments: 8

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- source=Trademark Security Agreement Between LOFA INDUSTRIES, LLC and BELL BANK#page2.tif
- source=Trademark Security Agreement Between LOFA INDUSTRIES, LLC and BELL BANK#page3.tif
- source=Trademark Security Agreement Between LOFA INDUSTRIES, LLC and BELL BANK#page4.tif
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- source=Trademark Security Agreement Between LOFA INDUSTRIES, LLC and BELL BANK#page7.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“IP Security Agreement”), dated as of March 5, 2019, is made by **LOFA INDUSTRIES, LLC**, a Delaware limited liability company (the “Grantor”) in favor of and **BELL BANK**, a North Dakota banking corporation with an address at 80 South 8th Street, Suite 3075, Minneapolis, Minnesota 55402 (the “Secured Party”).

WHEREAS, Grantor and Secured Party are parties to that certain Loan and Security Agreement dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the “Loan Agreement”).

WHEREAS, as a condition precedent to the extension of loans and other accommodations by the Secured Party under the Loan Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “IP Collateral”):

(a) all patents and patent applications of the Grantor, including those set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “Patents”);

(b) all trademark registrations and applications of the Grantor, including those set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all copyright registrations, applications and copyright registrations of the Grantor, and applications exclusively licensed to the Grantor, including those set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “Copyrights”);

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (eg, “pdf”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

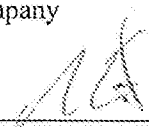
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[Remainder of page intentionally blank; signature page follows]

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

LOFA INDUSTRIES, LLC, a Delaware limited liability company

By 
Name: Michael P. Santoni
Title: Vice President Finance

Address for Notices:
c/o Harbour Group Industries, Inc.
7733 Forsyth Boulevard, 23rd Floor
St. Louis, MO 63105
Attn: Mike Santoni

Agreed to and accepted:

BELL BANK

By _____
Name: _____
Its: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (LOFA INDUSTRIES, LLC)]

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

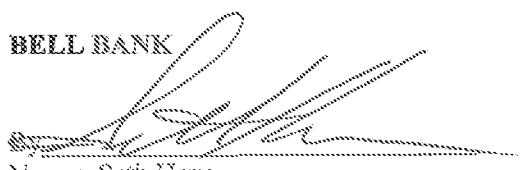
LOFA INDUSTRIES, LLC, a Delaware limited liability company

By _____
Name: _____
Its: _____

Address for Notices:
c/o Harbour Group Industries, Inc.
7733 Forsyth Boulevard, 23rd Floor
St. Louis, MO 63105
Attn: Mike Santoni

Agreed to and accepted:

BELL BANK



Name: Seth Hove
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (LOFA INDUSTRIES, LLC)]

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

<u>Company</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
LOFA Industries, LLC	Submersible Level Sensing with Transducer and Jacketed Cable	15/881,357	01/26/2018	Pending
LOFA Industries, LLC	Method and System for Displaying Equipment Faulty Code Diagnostic Information	62/741818	10/05/2018	Pending

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
LOFA Industries, LLC	USA	 LOFA INDUSTRIES INC. (and design)	86/408402 4,751,282	09/29/2014	06/09/2015
LOFA Industries, LLC	USA	 LOFA INDUSTRIES, INC. (stylized)	85/512660 4,297,252	01/10/2012	03/05/2013
LOFA Industries, LLC	USA	CANPLUS	85/512600 4,291,127	01/10/2012	02/19/2013
LOFA Industries, LLC	USA	ALUFLEX	85/512,569 4,291,126	01/10/2012	02/19/2013
LOFA Industries, LLC	USA	ALUFLEX	78/038678 2,605,985	12/11/2000	08/06/2002
LOFA Industries, LLC	USA	 CANPLUS (and design)	77/110749 3,415,287	02/19/2007	04/22/2008

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE.

Schedule 3-1