

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEKTON, INC.		03/29/2019	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	INDEPENDENT BANK		
Street Address:	4200 East Beltline		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49525		
Entity Type:	Banking Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Serial Number:	87435654	FIND WHAT'S REAL	
Serial Number:	87193619	TEKTON	
Serial Number:	87193606	FIND WHAT'S REAL	
Registration Number:	5515629	TEKTON	
Registration Number:	5371813	TEKTON	
Registration Number:	4753636	ALWAYS GUARANTEED	
Registration Number:	4835779	TEKTON	
Registration Number:	4835778	TEKTON	
Registration Number:	4897479	TEKTON	
Registration Number:	4897478	TEKTON	
Registration Number:	4873180	MAXCRAFT	
Registration Number:	4890686	ALWAYS GUARANTEED	
Registration Number:	5010525	TEKTON	
Registration Number:	4784431	MAXCRAFT	
Registration Number:	4270881	WORKSHOP	
Registration Number:	4263519	WORKSHOP	
Registration Number:	4189958	WORKSHOP	
Registration Number:	3867712	TEKTON	
Registration Number:	4322908	WORKSHOP	

OP \$690.00 87435654

Property Type	Number	Word Mark
Registration Number:	3400221	MAXCRAFT
Registration Number:	4242385	WORKSHOP
Registration Number:	4218252	WORKSHOP
Registration Number:	3945967	WORKSHOP
Registration Number:	3808059	TEKTON
Registration Number:	3915204	WORKSHOP
Registration Number:	2438395	MIT
Registration Number:	1366054	MICHIGAN INDUSTRIAL TOOLS

CORRESPONDENCE DATA

Fax Number: 6167522500
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 616.752.2000
Email: trademarks@wnj.com
Correspondent Name: WARNER NORCROSS + JUDD LLP
Address Line 1: 111 Lyon Street NW
Address Line 2: 900 Fifth Third Center
Address Line 4: Grand Rapids, MICHIGAN 49503-2487

ATTORNEY DOCKET NUMBER:	042636.185255
NAME OF SUBMITTER:	Kimberly A. Niebling
SIGNATURE:	/KAN2275/
DATE SIGNED:	04/15/2019

Total Attachments: 4
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**GRANT OF
SECURITY INTEREST IN PATENT AND TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK RIGHTS ("Agreement"), effective as of March 29, 2019, is made by TEKTON, INC., a Michigan corporation, located at 3707 Roger B. Chafee Boulevard SE, Grand Rapids, Michigan 49548 (the "Borrower"), in favor of INDEPENDENT BANK, a Michigan banking corporation whose address is 4200 East Beltline, Grand Rapids, Michigan 49525 (the "Lender").

FACTS

A. Lender has agreed to extend loans (the "Loans") to the Borrower upon the terms and subject to the conditions set forth in this Agreement.

B. In connection with the Loans, the Borrower has executed and delivered a Security Agreement dated March 29, 2019, in favor of the Lender (together with all amendments and modifications, if any, from time to time made, the "Collateral Agreement").

C. Pursuant to the Collateral Agreement, the Borrower pledged and granted to the Lender a continuing security interest in all intellectual property, including but not limited to the patents and trademarks listed on attached Exhibit A.

AGREEMENTS

For good and valuable consideration, the receipt of which is acknowledged by Borrower, and in order to induce the Lender to make Loans and other financial accommodations to the Borrower, the Borrower agrees as follows:

1. **Definitions.** Unless otherwise defined in this Agreement or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

2. **Grant of Security Interest.** The Borrower pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the patents and trademarks (including, without limitation, those items listed on attached Exhibit A) (collectively, the "Collateral"), to the Lender to secure payment, performance and observance of the Indebtedness.

3. **Purpose.** This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted by this Agreement has been granted to the Lender in connection with the Collateral Agreement and is expressly subject to the terms and conditions of the Collateral Agreement. The Collateral Agreement (and all rights and remedies of the Lender in the Collateral Agreement) shall remain in full force and effect in accordance with its terms.

4. **Acknowledgment.** The Borrower further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Collateral granted in this Agreement are more fully set forth in the Collateral Agreement, the terms and provisions of which (including the remedies provided for in the Collateral Agreement) are incorporated by reference in this Agreement as if fully set forth in this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

5. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **Signatures.** If this Agreement is sent by facsimile or electronic mail, and if the facsimile or electronic mail contains a signature of any party to this Agreement, then the facsimile or electronic mail copy of this Agreement will bind such party in the same manner as if the original signature of the party was delivered.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

TEKTON, INC.

By: 
 John Amash
 Its: Chief Executive Officer

By: 
 Jeffrey Amash
 Its: President/Treasurer

INDEPENDENT BANK

By: 
 Steve Gerow
 Its: Vice President

ACKNOWLEDGMENT OF BORROWER

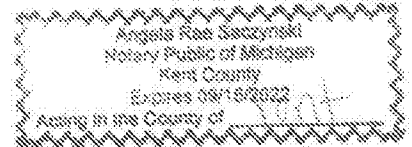
STATE OF MICHIGAN)
)ss:
COUNTY OF KENT)

The foregoing instrument was acknowledged before me on March 29, 2019, by John Amash, who is the Chief Executive Officer of Tekton, Inc., a Michigan corporation, on behalf of the corporation.

Angela Rae Szczymski

Notary public, Kent County, Michigan
My commission expires: 9-18-22
Acting in Kent, County

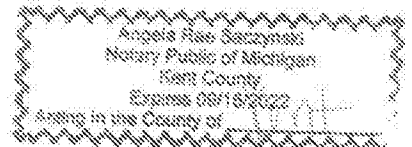
STATE OF MICHIGAN)
)ss:
COUNTY OF KENT)



The foregoing instrument was acknowledged before me on March 29, 2019, by Jeffrey Amash, who is the President/Treasurer Officer of Tekton, Inc., a Michigan corporation, on behalf of the corporation.

Angela Rae Szczymski

Notary public, Kent County, Michigan
My commission expires: 9-18-22
Acting in Kent, County



ACKNOWLEDGMENT OF LENDER

STATE OF MICHIGAN)
)ss:
COUNTY OF KENT)

The foregoing instrument was acknowledged before me on March 29, 2019, by Steve Gerow, who is a Vice President of Independent Bank, a Michigan banking corporation, on behalf of the corporation.

Angela Rae Szczymski

Notary public, Kent County, Michigan
My commission expires: 9-18-22
Acting in Kent, County

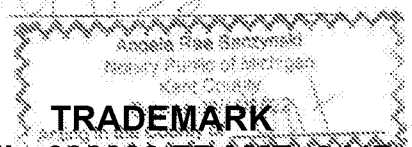


EXHIBIT A

PATENTS AND TRADEMARKS

TRADEMARKS			PATENTS	
Serial Number	Reg. Number	Word Mark	Patent Number	Title
87435654		FIND WHAT'S REAL	0809,915	Package
87193619		TEKTON	9,808,345	Paperboard package
87193606		FIND WHAT'S REAL	0757,254	Screwdriver handle
87977621	8818829	TEKTON	0767,258	Screwdriver handle
87976148	8871813	TEKTON		
86970379	4753886	ALWAYS GUARANTEED		
86897130	4835770	TEKTON		
86851119	4835778	TEKTON		
86845358	4897479	TEKTON		
86845154	4897478	TEKTON		
86843412	4870180	MAXCRAFT		
86411806	4890688	ALWAYS GUARANTEED		
86397563	5010528	TEKTON		
86389884	4784431	MAXCRAFT		
85488380	4270861	WORKSHOP		
85486486	4263519	WORKSHOP		
85486630	4188958	WORKSHOP		
85027627	3867712	TEKTON		
85496628	4322808	WORKSHOP		
78979651	3400221	MAXCRAFT		
77983251	4242385	WORKSHOP		
77983211	4218232	WORKSHOP		
77981198	3640367	WORKSHOP		
77095810	3888059	TEKTON		
77981012	3810204	WORKSHOP		
75820741	2408395	MIT		
73492832	1366054	MICHIGAN INDUSTRIAL TOOLS		