

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523852

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Globe Technologies Corporation		05/14/2019	Corporation: MICHIGAN
NCVW Management Group, LLC		05/14/2019	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	Flagstar Bank, FSB
Street Address:	5151 Corporate Drive
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	federally chartered savings bank: MICHIGAN

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1042170	"THE MCCABE LINK"
Registration Number:	3523012	ETL"
Registration Number:	3500593	SR
Registration Number:	5129013	PHL
Registration Number:	4595201	
Registration Number:	4204908	
Registration Number:	5067709	"THE HEART OF EVERY SYSTEM"
Registration Number:	4323507	GLOBE
Registration Number:	4995709	K
Registration Number:	1451946	ML

CORRESPONDENCE DATA

Fax Number: 2485677423

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: 2485677400

Email: trademarks@varnumlaw.com

Correspondent Name: Erin Morgan Klug

CH \$265.00 1042170

Address Line 1: 39500 High Pointe Blvd, Suite 350
Address Line 4: Novi, MICHIGAN 48375

ATTORNEY DOCKET NUMBER: 362370

NAME OF SUBMITTER: Erin Morgan Klug

SIGNATURE: /Erin Morgan Klug/

DATE SIGNED: 05/16/2019

Total Attachments: 7

source=Security Agreement#page1.tif

source=Security Agreement#page2.tif

source=Security Agreement#page3.tif

source=Security Agreement#page4.tif

source=Security Agreement#page5.tif

source=Security Agreement#page6.tif

source=Security Agreement#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT (Short-Form)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of May 14, 2019, is made by and among **GLOBE TECHNOLOGIES CORPORATION**, a Michigan corporation ("Globe"), **NCVW MANAGEMENT GROUP, LLC**, a Michigan limited liability company ("NCVW"), and together with Globe, the "Grantors", each also referred to herein as a "Grantor", each having a business location at 3916 Traxler Court, Bay City, Michigan 48706, and **FLAGSTAR BANK, FSB** (together with its successors and assigns, the "Secured Party").

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Loan Agreement. The following terms have the meanings set forth below:

"Copyrights" shall mean all of each Grantor's right, title and interest in and to all U.S. and foreign common law copyrights, copyright registrations and copyright applications, and common law copyrights, copyright registrations and applications exclusively licensed to a Grantor, including without limitation (i) the copyright registrations and copyright applications listed on **Exhibit A** attached hereto, (ii) any and all rights to unregistered and/or common law copyrights and/or any subject matter subject to any common law copyright, and (iii) all renewals and extensions thereof.

"Loan Agreement" shall mean, individually and collectively, (i) that certain Loan and Security Agreement dated as of the same date herewith by and among Grantors and the Secured Party, and (ii) that certain Loan Agreement dated as of the same date herewith by and among Norman C. VanWormer and Christine A. Swenor VanWormer, each individually and as co-trustees of the Norman C. Van Wormer and Christine A. Swenor Van Wormer Joint Revocable Living Trust u/a/d 4/17/08, as amended and the Secured Party, as either of the foregoing may be amended, restated, renewed, supplemented or otherwise modified from time to time.

"Patents" shall mean all of each Grantor's right, title, and interest in and to any and all U.S. and foreign patents and patent applications, including without limitation (i) the U.S. and foreign patents and patent applications listed on **Exhibit A** attached hereto, and (ii) all provisionals, disclosures, continuations, divisionals, continuations-in-part, re-examinations, reissues, extensions, and renewals thereof and improvements thereon, and amendments thereto, and other material technology and intellectual property related thereto.

"Security Interest" has the meaning given in Section 2.

"Software" shall mean all of each Grantor's right, title, and interest in and to any and all software and general intangibles constituting software (as such terms are defined in the UCC).

"Trademarks" shall mean all of each Grantor's right, title, and interest in and to any and all U.S. and foreign trademarks, trade names, assumed names, registered trademarks, trademark applications, registered trade dress, trade dress applications, service marks, registered service marks and service mark applications, unregistered trademarks, unregistered trade dress, common law trademarks and service marks, common law trade dress, and domain names, and all related intellectual property including without limitation (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications, registered trade dress and trade dress applications listed on **Exhibit A** attached hereto, and (ii) all renewals and extensions thereof.

"UCC" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time.

2. **Security Interest.** As security for the payment and performance of the Obligations (as defined in each Loan Agreement), each Grantor hereby irrevocably pledges and assigns to, and grants Secured Party a continuing first priority security interest ("Security Interest") with power of sale to the extent permitted by law, in all of each Grantor's right, title, and interest in and to any of the following, whether now existing or hereafter arising, now owned or hereafter acquired (collectively, the "Collateral"):

- (i) the Patents, Trademarks, Copyrights, and Software;
- (ii) all income, royalties, damages, payments and other proceeds now and hereafter due or payable under and with respect to the foregoing, including payments under all licenses and permission agreements entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;
- (iii) the right to sue for past, present and future infringements and dilutions of the Collateral described in clause (i) above;
- (iv) the goodwill symbolized by, and/or connected with the use of, the Collateral described in clause (i) above;
- (v) all contract rights, documents, applications, licenses, materials and other matters related to the any of the foregoing;
- (vi) all tangible property embodying or incorporating any of the Collateral described in clause (i) above;
- (vii) all of Grantor's rights corresponding to any of the foregoing throughout the world.

This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

3. **Requested Recordation.** Each Grantor hereby authorizes, and Secured Party shall request, at Secured Party's discretion, that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this Agreement is submitted) file and record a short form of this Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Secured Party in the Patents, Copyrights and Trademarks.

4. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated, or discharged only explicitly in a writing signed by Secured Party and Grantors, and the Security Interest can be released only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. This Agreement shall be binding upon and inure to the benefit of Grantors and Secured Party and their respective participants, successors, and assigns and this Agreement shall take effect when signed by Grantors and delivered to Secured Party, and each Grantor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this

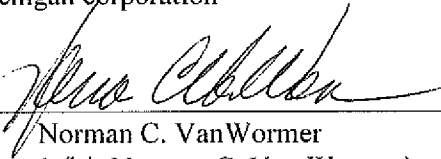
Agreement. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic ("pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement constitutes a Loan Document, as defined in the Loan Agreement, the terms of which are incorporated herein by reference, including without limitation, the provisions pertaining to indemnification, notices and governing law.

[Signature page follows]

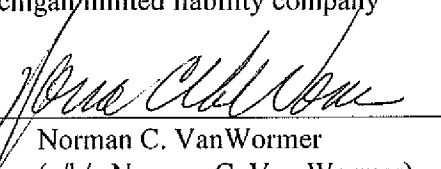
IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

GRANTOR:

GLOBE TECHNOLOGIES CORPORATION,
a Michigan corporation

By: 
Norman C. Van Wormer
(a/k/a Norman C. Van Wormer)
Title: President

NCVW MANAGEMENT GROUP, LLC,
a Michigan limited liability company

By: 
Norman C. Van Wormer
(a/k/a Norman C. Van Wormer)
Title: Manager

SECURED PARTY:

FLAGSTAR BANK, FSB
a federally chartered savings bank

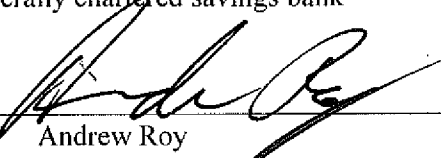
By: 
Andrew Roy
Title: Senior Vice President

EXHIBIT A -- TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

Registered Patents

See Appendix A Attached

Patent Applications

See Appendix A Attached

TRADEMARKS

Registered Trademarks

See Appendix B Attached

Trademark Applications

None

Registered Trade Dress

See Appendix B Attached

Trade Dress Applications

None

COPYRIGHTS

Registered Copyrights

None

Copyright Applications

None

APPENDIX A

Citation	Title	Publication Date	Filed Date	Inventors:	Owner
GB PAT APP 2163953 A	Fire protective sprinkler head	March 12, 1986	5-Sep-84 US	Warmer, Norman N, van; Wormer, Norman C, van; Burmeister, Arthur, Standish, Mich., US	Globe Fire Equipment Company(US-MICHIGAN) 4077 Air Park Drive Standish Michigan 48658 US
DE PAT APP 3432174 A1	Sprinklerkopf	March 21, 1985	August 31, 1984	Warmer, Norman N, van; Wormer, Norman C, van; Burmeister, Arthur, Standish, Mich., US	Globe Fire Equipment Co., Standish, Mich., US
GB PAT APP 2263805 A	Fusible sign support.	August 04, 1993	November 26, 1992	Guell, Carmen, 3760 Dale Saginaw Michigan 48603 US	Globe Technologies Corporation(US-MICHIGAN) 1109 West Cedar Street Standish Michigan 48658 US
US PAT 7462100	FIRE DAMPER ASSEMBLY	October 16, 2008	April 11, 2007	VanWormer, Norman C.	Globe Technologies Corporation
US PAT APP 20080254736	FIRE DAMPER ASSEMBLY	October 16, 2008	April 11, 2007	VanWormer, Norman C.	GLOBE TECHNOLOGIES CORPORATION
DE PAT APP 4240392 A1	Schmelzbare Halterung fuer Kennzeichen	October 14, 1993	December 01, 1992	Guell, Carmen, Saginaw, Mich., US	Globe Technologies Corp., Standish, Mich., US
US PAT APP 20080141486	FIRE DAMPER LATCHING APPARATUS	June 19, 2008	December 18, 2006	Goates, Eldon	Globe Technologies Corporation
FR PAT APP 2686922 A1	Support fusible pour pancartes	August 06, 1993	January 26, 1993	Guell, Carmen	GLOBE TECHNOLOGIES CORPORATION
US PAT 5366265	FUSIBLE SUPPORT FOR SIGNS		January 31, 1992	Guell, Carmen	Globe Technologies Corporation
US PAT 6226991	THERMALLY SENSITIVE ACTUATING DEVICE		August 16, 1999	Rammal, Muhammad I.	Globe Technologies Corporation
US PAT 9157506	FUSIBLE LINK	February 12, 2015	October 28, 2014	Thurkow, Greg	NCVW Management Group, LLC

APPENDIX B

<u>Registration No.</u>	<u>Name</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Owner</u>
USPTO 1042170	The McCabe Link	6/29/1976	5/22/1975	Globe Technologies Corporation
USPTO 3523012	ETL	10/28/2008	2/2/2008	Globe Technologies Corporation
USPTO 3500593	SR	9/16/2008	3/6/2008	Globe Technologies Corporation
USPTO 5129013	PHL	1/24/2017	6/22/2016	Globe Technologies Corporation
USPTO 4595201	Heat Fusible Link	9/2/2014	9/14/2012	Globe Technologies Corporation
USPTO 4204908	Heat Fusible Link	9/11/2012	11/11/2011	Globe Technologies Corporation
USPTO 5067709	THE HEART OF EVERY SYTEM	10/25/2016	3/16/2016	Globe Technologies Corporation
USPTO 4323507	GLOBE	4/23/2013	8/6/2012	Globe Technologies Corporation
USPTO 4995709	K	7/12/2016	1/30/2014	Globe Technologies Corporation
USPTO 1451946	ML	8/11/1987	12/22/1986	Globe Technologies Corporation

TRADEMARK

REEL: 006646 FRAME: 0958

RECORDED: 05/16/2019