

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAMMOND GROUP, INC.		07/26/2019	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	111 West Monroe Street, 5C		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	88062691	HALO	
Serial Number:	88062700	HALO	
Serial Number:	88062706	HALO	
Serial Number:	88062686	HALO	
Serial Number:	88238874	HALO	
Serial Number:	88238901	HALO	
Serial Number:	88238906	HALO	
Serial Number:	88238904	HALO	
Serial Number:	87215939	HAMMOND	
Serial Number:	87215948	HAMMOND	
Serial Number:	88328119	HAMMOND APEX	
Serial Number:	74596653	HAMMOND LEAD PRODUCTS	
Serial Number:	75102699	HLP	
Serial Number:	76610825	SURECURE	
Serial Number:	87263229	THE CHANGE CATALYST	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

CH \$390.00 88062691

TRADEMARK

Phone: 3127018637
Email: ipdocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: P.O. Box 2828
Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER: 19621895

NAME OF SUBMITTER: William R. Siegel

SIGNATURE: /william r siegel/

DATE SIGNED: 07/26/2019

Total Attachments: 5

source=BMO-Hammond - Patent and Trademark Security Agreement#page1.tif

source=BMO-Hammond - Patent and Trademark Security Agreement#page2.tif

source=BMO-Hammond - Patent and Trademark Security Agreement#page3.tif

source=BMO-Hammond - Patent and Trademark Security Agreement#page4.tif

source=BMO-Hammond - Patent and Trademark Security Agreement#page5.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

July 26, 2019

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, HAMMOND GROUP, INC., an Indiana corporation (the “**Grantor**”) with principal offices at 1414 Field Street, Hammond, Indiana 46320, hereby grants BMO HARRIS BANK N.A., a national banking association (“**Lender**”) with principal offices at 111 West Monroe Street, 5C, Chicago, Illinois 60603, a security interest in all of the following property, whether now owned or hereafter acquired or existing (collectively, the “**IP Collateral**”):

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a “**Trademark**”), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in any Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those listed on Schedule A;
- (b) all Trademark licenses;
- (c) any and all patents and patent applications, including those listed on Schedule A, and all inventions and improvements described and claimed therein;
- (d) all patent licenses;
- (e) all reissues, divisions, continuations, renewals, extensions, or continuations in part of any item described in clause (a), (b), (c) or (d);
- (f) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a), (b), (c) or (d);
- (g) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect to any item described in clause (a), (b), (c) or (d), including, without limitation, damages and payments for past and future infringements thereto; and
- (h) all proceeds of, and rights associated with, the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, Trademark license, patent, patent registration or patent license, including any Trademark, Trademark registration, Trademark license, patent, patent registration or patent license referred to on Schedule A, or for any injury to the goodwill associated with the use of any Trademark or patent or for breach or enforcement of any Trademark license or patent license.

Notwithstanding anything herein to the contrary, in no event shall the IP Collateral include, or the security interest granted under clause (a) hereof attach to, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and

solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made to secure the satisfactory performance and payment of all Obligations under the Amended and Restated Credit Agreement, dated as of the date hereof, among the Grantor, the subsidiaries of the Grantor party thereto and Lender (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), and the other Loan Documents described therein. Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Credit Agreement. When the Commitment is terminated, all Letters of Credit have expired, and the principal of and interest on the Loans and all other amounts payable by the Grantor and the other Loan Parties under the Credit Agreement and all other Loan Documents shall have been paid in full in cash, the security interest granted hereby shall automatically terminate and all rights to the IP Collateral shall revert to the Grantor. Upon any such termination, Lender shall, at the Grantor’s request, execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest in the IP Collateral granted under this Agreement.

This security interest has been made in conjunction with the security interest granted to Lender under the Security Agreement among the Grantor, the subsidiaries of the Grantor party thereto and Lender, dated as of March 31, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). The rights and remedies of Lender with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

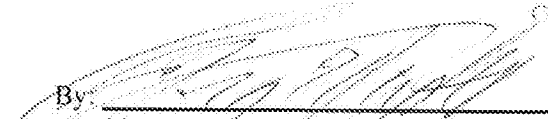
THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY AND CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS AND APPLICABLE FEDERAL LAW.

Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Immediately Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

HAMMOND GROUP, INC.

By: 
Name: Terrence Hyde Murphy
Title: President and CEO

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 006704 FRAME: 0574

SCHEDULE A

Patents

Application Number	Country	Filing Date	Title	Publication Number
US10806922	United States	3/23/2004	Battery paste additive and method for producing battery plates	US7118830B1
US12231347	United States	9/2/2008	Expanders for lead-acid batteries	US8637183B2
US62743698	United States	10/10/2018	METHODS AND SYSTEMS FOR PRODUCING METAL-CONTAINING PARTICLES	N/A
US16230061	United States	12/21/2018	METHODS AND SYSTEMS FOR FORMING MIXTURES OF LEAD OXIDE AND LEAD METAL PARTICLES	N/A
US16230082	United States	12/21/2018	METHODS FOR FORMING METAL-CONTAINING PARTICLES IN BARTON REACTORS AND FOR RETROFITTING BARTON REACTORS	N/A
US16230093	United States	12/21/2018	METHODS AND SYSTEMS FOR MAKING METAL-CONTAINING PARTICLES	N/A
US16230102	United States	12/21/2018	METHODS FOR PROCESSING METAL-CONTAINING MATERIALS	N/A

Trademarks

Trademark	Country	Status	App. No.	Reg. No.
HALO	USA	Allowed	88/062691	
HALO	USA	Allowed	88/062700	
HALO	USA	Allowed	88/062706	
HALO	USA	Pending	88/062686	
HALO & Design	USA	Pending	88/238874	
HALO & Design	USA	Published	88/238901	
HALO & Design	USA	Published	88/238906	
HALO & Design	USA	Published	88/238904	
HAMMOND	USA	Registered	87/215939	5269444
HAMMOND & Design	USA	Registered	87/215948	5269445
HAMMOND APEX	USA	Pending	88/328119	
HAMMOND LEAD PRODUCTS	USA	Renewed	74/596653	1986618
HLP & Design	USA	Renewed	75/102699	2101035
SURECURE	USA	Renewed	76/610825	3014673
THE CHANGE CATALYST	USA	Registered	87/263229	5218599