

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539028

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEDTORQUE, INC.		08/30/2019	Corporation: WISCONSIN
G&H REAL ESTATE, LLC		08/30/2019	Limited Liability Company: ILLINOIS
INLAND MIDWEST CORPORATION		08/30/2019	Corporation: ILLINOIS
MEDTORQUE HOLDINGS, L.P.		08/30/2019	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	CIBC BANK USA, as Administrative Agent
Street Address:	120 SOUTH LASALLE STREET
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	ILLINOIS STATE BANK: ILLINOIS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	87881945	TORQUE SHIELD
Serial Number:	87881968	TORQUE ALERT
Serial Number:	87882135	TORQUE ALERT
Serial Number:	87882162	TORQUE SHIELD
Registration Number:	5608607	WE HAVE IDEAS
Registration Number:	5608608	WE HAVE IDEAS
Registration Number:	5070347	TRI-GEAR
Registration Number:	4473523	MEDTORQUE
Registration Number:	4473524	MT MEDTORQUE

CORRESPONDENCE DATA

Fax Number: 3126095005

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: 312-609-7943

CH \$240.00 87881945

Email: skowalski@vedderprice.com
Correspondent Name: Sylvia Kowalski
Address Line 1: 222 N. LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 40180000045-Revell/Ta

NAME OF SUBMITTER: Sylvia Kowalski

SIGNATURE: /Sylvia Kowalski/

DATE SIGNED: 08/30/2019

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of August 30, 2019 by (i) MEDTORQUE, INC., a Wisconsin corporation ("MedTorque"), G&H REAL ESTATE, LLC, an Illinois limited liability company ("G&H"), INLAND MIDWEST CORPORATION, an Illinois corporation ("Inland Midwest"; and together with MedTorque, G&H, individually and collectively referred to herein as "Borrower"), (ii) MEDTORQUE HOLDINGS, L.P., a Delaware limited partnership (formally known as Strong Precision Technologies, L.P.) ("Holdings"; together with Borrower, individually each a "Grantor" and collectively the "Grantors") in favor of CIBC BANK USA, as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Borrower has entered into a certain Second Amended and Restated Credit Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions ("Lenders") and the Administrative Agent, providing for the extensions of credit to be made to Borrower by the Lenders; and

WHEREAS, each Grantor has entered into a certain Second Amended and Restated Guaranty and Collateral Agreement dated as of even date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which each Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (but subject to the terms of the Guaranty and Collateral Agreement), to secure the payment of all amounts owing by each Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as "Collateral" pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by such Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which such Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

3. This Agreement is in addition to that certain Patent and Trademark Security Agreement dated as of February 26, 2016 between the Grantors and the Administrative Agent (the "Prior Agreement") and is not an amendment, restatement or substitution thereof. The Prior Agreement remains in full force and effect, and each Grantor hereby ratifies and affirms all terms and conditions in the Prior Agreement.

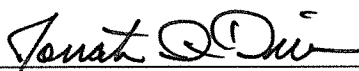
[SIGNATURE PAGES FOLLOW]

(Signature Page to Patent and Trademark Security Agreement)


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

GRANTORS:


INLAND MIDWEST CORPORATION,
an Illinois corporation

By: 
Jonathan Q. Dries
Vice President, Treasurer and Secretary


MEDTORQUE, INC., a Wisconsin
corporation

By: 
Jonathan Q. Dries
Vice President, Treasurer and Secretary

G&H REAL ESTATE, LLC, an Illinois
limited liability company

By: 
Jonathan Q. Dries
Vice President, Treasurer and Secretary

MEDTORQUE HOLDINGS, L.P., a
Delaware limited partnership


By: 
Jonathan Q. Dries
Vice President, Treasurer and Secretary

(Signature Page to Patent and Trademark Security Agreement)

Acknowledged:

CIBC BANK USA, as Administrative
Agent

By:



Mitchell Rasky
Managing Director

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
TORQUE SHIELD	87881945	04/18/2018	N/A	N/A	Published (Pending)	MedTorque, Inc.
TORQUE ALERT	87881968	04/18/2018	N/A	N/A	Published (Pending)	MedTorque, Inc.
TORQUE ALERT	87882135	04/18/2018	N/A	N/A	Published (Pending)	MedTorque, Inc.
TORQUE SHIELD	87882162	04/18/2018	N/A	N/A	Published (Pending)	MedTorque, Inc.
WE HAVE IDEAS	87760775	01/18/2018	5608607	11/13/2018	Registered	MedTorque, Inc.
WE HAVE IDEAS	87760815	01/18/2018	5608608	11/13/2018	Registered	MedTorque, Inc.
TRI-GEAR	86824679	11/18/2015	5070347	10/25/2016	Registered	MedTorque, Inc.
MEDTORQUE	85764597	10/26/2012	4473523	01/28/2014	Registered	MedTorque, Inc.
MT MEDTORQUE	85764603	10/26/2012	4473524	01/28/2014	Registered	MedTorque, Inc.

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

Description	Application No.	Application Date	Patent No.	Registration Date	Owner/Applicant
Ratcheting screwdriver	14618043	02/10/2015	9511484	12/06/2016	MedTorque, Inc.