

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543507

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRUSSMATIC OY		09/26/2019	Limited Liability Company: FINLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MENARD, INC.		
<b>Street Address:</b>	5101 Menard Drive		
<b>City:</b>	Eau Claire		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54703		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87730099	TRUSSMATIC	
<b>Serial Number:</b>	87730105	TRUSSMATIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123606520		
<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>			
<b>Phone:</b>	3123606000		
<b>Email:</b>	trademarks@freeborn.com		
<b>Correspondent Name:</b>	Andrew L. Goldstein		
<b>Address Line 1:</b>	311 S. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Andrew L. Goldstein		
<b>SIGNATURE:</b>	/ALG/		
<b>DATE SIGNED:</b>	10/02/2019		
<b>Total Attachments: 7</b>			
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**AMENDED AND RESTATED**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is made as of September 26, 2019 by TRUSSMATIC OY, a Finnish limited liability company (the “*Borrower*”), to, and in favor of, MENARD, INC., a Wisconsin corporation (together with its successors and assigns, the “*Lender*”).

**RECITALS:**

A. Reference is made to that certain Secured Convertible Promissory Note, dated as of even date herewith, made by Borrower to, and in favor of, Lender in the original principal amount of Eight Million Dollars (\$8,000,000) (as the same may be amended, modified, restated or replaced from time to time, the “*Note*”).

B. Reference is further made to that certain Amended and Restated Security Agreement, dated as of even date herewith, made by Borrower to, and in favor of, the Lender (as the same may be amended, modified, restated or replaced from time to time, the “*General Security Agreement*”) as additional security for the Note. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the General Security Agreement.

C. Reference is further made to that certain Patent and Trademark Security Agreement, dated as of May 28, 2019, made by the Borrower to, and in favor of, Lender (as amended by that certain First Omnibus Amendment dated as of July 29, 2019, the “*Prior Agreement*”). The parties acknowledge and agree that this Agreement amends and restated the Prior Agreement, in its entirety, as provided herein.

NOW, THEREFORE, in consideration of the performance of the terms, covenants, conditions and agreements hereafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Borrower does hereby grant to Lender a continuing security interest in and to all of Borrower’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Patent and Trademark Collateral*”), however evidenced and whether now owned or existing or hereafter acquired or arising:

(a) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule I annexed hereto, together with any reissues, continuations, continuations-in-part or extensions thereof and all goodwill associated therewith;

(b) each Patent License, including, without limitation, each Patent License listed on Schedule I annexed hereto, together with all goodwill associated therewith;

(c) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule I annexed hereto,

together with any reissues, continuations, continuations-in-part or extensions thereof, and all goodwill associated therewith;

(d) each Trademark License, including without limitation, each Trademark License listed on Schedule I annexed hereto, together with all goodwill associated therewith; and

(e) all products and Proceeds of the foregoing, including, without limitation, any claim by the Borrower against third parties for past, present or future infringement of any Patent or Trademark, including, without limitation, any Patent or Trademark referred to in Schedule I annexed hereto, any Patent issued pursuant to a Patent application or Trademark issued pursuant to a Trademark application referred to in Schedule I, and any Patent licensed under any Patent license or any Trademark licensed under any Trademark license, listed on Schedule I annexed hereto.

2. Further, the Liens granted pursuant to this Agreement are in conjunction with the Liens granted to Lender pursuant to the General Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Liens in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or in pdf format shall be equally effective as delivery of an original executed counterpart.

4. This Agreement is made for collateral security purposes only. This Agreement shall create a Lien in and to the Patent and Trademark Collateral and shall terminate upon final payment and performance in full of the Secured Obligations and termination of this Agreement, the Note, the General Security Agreement and the other Loan Documents. Upon such termination and at the written request of Borrower or its successors or assigns, and at the cost and expense of Borrower or its successors or assigns, the Lender shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Lender's Lien in and to the Patent and Trademark Collateral, subject to any disposition thereof which may have been made pursuant to this Agreement and/or the General Security Agreement.

5. The headings of Sections and subsections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement unless otherwise specified. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable. Unless otherwise expressly provided: (a) the words "hereof" and "hereunder" and similar references refer to this Agreement in its entirety and not to any specific section or subsection hereof; (b) any use of the term "including" herein shall mean including without limitation, or including but not limited to, and shall not be deemed to create an exclusive


reference; (c) any reference to a particular agreement shall, unless the context specifically require otherwise, refer to and include any future modification, amendments, restatements or replacements of such agreement; (d) the words "laws," "applicable laws," and the like shall, whenever the context requires or permits, include all laws (including the common law), statutes, rules, regulations, decrees, ordinances, codes, proclamations, declarations, orders of any applicable Governmental Authority and the like applicable to, or otherwise governing, the subject matter; and (e) any use of the term "Patent and Trademark Collateral" shall, whenever the context requires or permits, apply to the whole of the same and to any portion thereof.

6. This Agreement and each of the other Loan Documents shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to any of its principles of conflicts of law that would result in the application of the law of any other jurisdiction. Each of the parties hereby irrevocably agrees that: (a) any action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents shall be brought in any federal or state court of competent jurisdiction in the State of Wisconsin; (b) summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served personally or by registered mail as provided herein, or as otherwise provided under the laws of the State of Wisconsin; (c) to the fullest extent permitted by law, hereby waives any objection such party may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court, and any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; and (d) to the fullest extent permitted by law, hereby waives its right to a jury trial for any claims that may arise out of this Agreement or any of the other Loan Documents. Further, Borrower hereby irrevocably designates and appoints REINHART BOERNER VAN DEUREN S.C. as its agent, representative and attorney-in-fact for all service of process and/or other notice in connection with any action, suit or other proceeding brought with respect to, or otherwise in connection with, this Agreement or any of the other Loan Documents.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned have executed this AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT as of the date set forth above.

BORROWER: **TRUSSMATIC OY**, a Finnish limited liability company

By: 

Print Name: Matti Lehtipuu

Title: Chief Executive Officer

LENDER: **MENARD, INC.**, a Wisconsin corporation

By: \_\_\_\_\_

Print Name: Molly Menard

Title: Manager of Corporate Development

*Signature Page to Amended and Restated Patent and Trademark Security Agreement*

#00016

**TRADEMARK**  
**REEL: 006761 FRAME: 0166**

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned have executed this AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT as of the date set forth above.

BORROWER: TRUSSMATIC OY, a Finnish limited liability company

By: \_\_\_\_\_

Print Name: Matti Lehtipuu

Title: Chief Executive Officer

LENDER: MENARD, INC., a Wisconsin corporation

By: Molly Menard

Print Name: Molly Menard

Title: Manager of Corporate Development

*Signature Page to Amended and Restated Patent and Trademark Security Agreement*

#00010


**TRADEMARK**  
**REEL: 006761 FRAME: 0167**

**SCHEDULE I**  
**TO**  
**AMENDED AND RESTATED**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

• **U.S. PATENTS AND PATENT APPLICATIONS:**

<b><u>Description and Jurisdiction:</u></b>	<b><u>Date Filed</u></b>	<b><u>Application Number</u></b>	<b><u>Date Issued</u></b>	<b><u>Patent No.</u></b>
Method and Apparatus for Manufacturing a Wooden Construction Made of Rod-Like Members Matti Turulin (United States)	10/25/12	13643519	9/8/15	9126350

• **U.S. TRADEMARKS AND TRADEMARK APPLICATIONS:**

<b><u>Mark</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>
TRUSSMATIC	87730099	December 21, 2017
	87730105	December 21, 2017

• **FINNISH & OTHER PATENTS AND PATENT APPLICATIONS:**

<b><u>Description and Jurisdiction:</u></b>	<b><u>Date Filed</u></b>	<b><u>Application Number</u></b>	<b><u>Date Issued</u></b>	<b><u>Patent No.</u></b>
C press (Finland)	10/2/2012	20126024	6/30/15	125192
European Patent:  Method and Apparatus for Manufacturing a Wooden Construction Made of Rod-Like Members  (AL, AT, BE, BG, CH, CY, CZ, DE, DK, EE, ES, FI, FR, GB, GR, HR, HU, IE, IS, IT, LI, LT, LU, LV, MC, MK, MT, NL, NO, PL, PT, RO, DE, SI, SK, SM, TR)	10/05/2010	10851323.5	06/24/15	EP2569492 B1
Method and Apparatus for Manufacturing a Wooden Construction Made of Rod-Like Members (Australia)	12/09/2017	2010353079	-	-



Method and Apparatus for Manufacturing a Wooden Construction Made of Rod-Like Members (Canada)	10/05/2010	2797796	2/23/17	08923114C A
Method and Apparatus for Manufacturing a Wooden Construction Made of Rod-Like Members (Germany)	10/05/2010	EP10851323.5	3/20/13	EP2569492
Method and Apparatus for Manufacturing a Wooden Construction Made of Rod-Like Members (Norway)	10/05/2010	EP10851323.5	3/20/13	EP2569492
Method and Apparatus for Manufacturing a Wooden Construction Made of Rod-Like Members (France)	10/05/2010	EP10851323.5	3/20/13	EP2569492
Method and Apparatus for Manufacturing a Wooden Construction Made of Rod-Like Members (Sweden)	10/05/2010	EP10851323.5	3/20/13	EP2569492
Method and Apparatus for Manufacturing a Wooden Construction Made of Rod-Like Members (UK)	10/05/2010	EP10851323.5	20/03/2013	EP2569492

- FINNISH & OTHER TRADEMARKS AND TRADEMARK APPLICATIONS:**

NONE