

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whitmor Plastic Wire and Cable Corp.		10/01/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	70 W. Madison, Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3095607	DUR-X-THANE	
Registration Number:	3069306	TEMPA-LENE	
Registration Number:	3419774	THERMA-LENE	
Registration Number:	4254411	SPACE LACE	
Registration Number:	3829363	SPACE BRAID	
Registration Number:	2595251	SPACEWIRE	
Registration Number:	3125370	SPACE LT	
Registration Number:	5157297	SPACELITE	
Registration Number:	5628669	SPACEALLOY	
Registration Number:	4502429	MAGNE-TONE	
Registration Number:	4765655	ELECTRI-TONE	
Registration Number:	2988695	RACELINE	
Registration Number:	3389949	FUSION	
Registration Number:	5606669	SIL-AERO	
Registration Number:	3699627	WW WHITMOR/WIRENETICS THE LEADER IN HIGH	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 216-479-8452
Email: theresa.rakocy@squirepb.com
Correspondent Name: Theresa Rakocy
Address Line 1: 127 Public Square
Address Line 2: Suite 4900
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Theresa Rakocy
SIGNATURE:	/Theresa Rakocy/
DATE SIGNED:	10/07/2019

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 1st day of October, 2019 by WHITMOR PLASTIC WIRE AND CABLE CORP., a California corporation ("Pledgor"), in favor of CIBC BANK USA, an Illinois banking corporation ("Lender").

1. Recitals.

B.J.G. Electronics, Inc., a New York corporation ("Borrower") entered into that certain Credit and Security Agreement, dated as of August 31, 2016, with Lender (as amended and as the same may from time to time be further amended, restated, or otherwise modified, the "Credit Agreement"). Pledgor desires that Lender continue to grant to Borrower the financial accommodations as described in the Credit Agreement.

Pledgor, an Affiliate of Borrower, is entering into that certain Security Agreement, dated as of the date hereof, in favor of Lender (as the same may from time to time be amended, restated, or otherwise modified, the "Security Agreement").

Pledgor deems it to be in the direct pecuniary and business interests of Pledgor that Borrower continue to obtain from Lender the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

Pledgor understands that Lender is willing to (a) continue to grant the financial accommodations provided for in the Credit Agreement, and (b) permit Borrower to make investments in and loans to Pledgor, only upon certain terms and conditions, one of which is that Pledgor grant to Lender a security interest in the IP Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation granted to Borrower by Lender, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. **Definitions.** Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement or the Security Agreement shall have their respective meanings ascribed to them in the Credit Agreement or the Security Agreement, as applicable, and (b) unless otherwise defined in the Credit Agreement or the Security Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"IP Collateral" means, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may

from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; (i) any other Collateral constituting Intellectual Property, and (j) Proceeds of any of the foregoing.

“ITU Application” means a trademark application filed with the USPTO pursuant to 15 U.S.C. § 1051(b).

“USCO” means the United States Copyright Office in Washington D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in all of the IP Collateral, including (without limitation) all of Pledgor’s future IP Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof. Pledgor and Lender hereby acknowledge and agree that, with respect to any ITU Application included within the IP Collateral, to the extent such an ITU Application would, under the Trademark Act, be deemed to be transferred in violation of 15 U.S.C. § 1060(a) as a result of the security interest granted herein, or otherwise invalidated or made unenforceable as a result of the execution or performance of this Agreement, no security interest shall be deemed to have been granted in such ITU Application (notwithstanding the provisions of this Agreement or any other Loan Document) until such time as the circumstances that would give rise to such violation, invalidation or unenforceability no longer exist.

4. Representations and Warranties. Pledgor hereby represents and warrants to Lender as follows:

4.1. Pledgor owns all of the IP Collateral and, whether the same are registered or unregistered, no such IP Collateral has been adjudged invalid or unenforceable.

4.2. The IP Collateral is valid and enforceable.

4.3. Pledgor has no knowledge of any material claim that the use of any of the IP Collateral does or may violate the rights of any Person.

4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the IP Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.5. Pledgor has full power, authority and legal right to pledge the IP Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the IP Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Recording of Agreement; Intellectual Property Assignment. Pledgor expressly acknowledges that Lender shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgor shall execute and deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender in escrow until the exercise by Lender of remedies pursuant to Article IX of the Credit Agreement after the occurrence and during the continuance of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and IP Collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Lender in the form reflected on the face of the Assignment and Lender may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

6. Maintaining IP Collateral. Pledgor shall have the obligation and duty to perform all acts necessary in its reasonable business judgment to maintain or preserve the IP Collateral, provided that Pledgor shall not be obligated to maintain any IP Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such IP Collateral is no longer necessary in Pledgor's business.

7. Lender's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the IP Collateral. Lender shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable, documented and out-of-pocket costs and expenses, including reasonable attorneys' fees incurred by Lender in connection with the provisions of this Section 7, in the event Lender elects to join in any such action commenced by Pledgor.

8. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its Permitted Discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the

occurrence and during the continuance of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the IP Collateral, or to grant or issue any exclusive or nonexclusive license under the IP Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral, together with associated goodwill, to any Person or Persons. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

9. Lender's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement Lender may, but is not obligated to, upon giving reasonable notice to Pledgor absent an Event of Default, do so in the name of Pledgor or in the name of Lender, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender, upon request, in full for all reasonable, documented and out-of-pocket expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the IP Collateral.

10. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be reasonably required by Lender in order to effectuate, evidence or perfect Lender's interest in the IP Collateral, as evidenced by this Agreement.

11. New IP Collateral. If, before the Paid in Full Date, Pledgor shall obtain rights to any new IP Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Lender written notice thereof in accordance with Section 5.3(f) of the Credit Agreement.

12. Modifications for New IP Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any future IP Collateral as contemplated by Sections 1 and 11 hereof and, at Lender's request, Pledgor shall execute any documents or instruments reasonably required by Lender in order to modify this Agreement as provided by this Section 12 provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

13. Termination. On the Paid in Full Date, this Agreement shall terminate. Upon written request of Pledgor, Lender shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the IP Collateral and to re-vest in Pledgor full title to the IP Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

14. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and nothing in this Agreement shall be deemed to limit the rights and remedies of Lender provided in the Security Agreement or any other Loan Document.

15. Incorporated by Reference. Without limitation of Section 14 above or any other provision contained in the Security Agreement or any other Loan Document, it is expressly acknowledged and agreed by Pledgor that the provisions of Sections 18, 19, 20, 21, 22, 23, 24, 25, 27, 28 and 29 of the Security Agreement shall apply to this Agreement and that such Sections of the Security Agreement are hereby incorporated by reference, mutatis mutandis.

16. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor and Lender hereunder shall be governed by and construed in accordance with New York law.

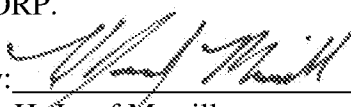
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JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG PLEDGOR, BORROWER, AND LENDER, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

Address:
c/o B.J.G. Electronics, Inc.
141 Remington Boulevard
Ronkonkoma, New York 11779

WHITMOR PLASTIC WIRE AND CABLE
CORP.

By: 

H. Josef Merrill
President

SCHEDULE 1

COPYRIGHTS: None, as of the Second Amendment Effective Date.

TRADEMARKS:

Mark	Status	Registration Number	Registration Date
DUR-X-THANE	Registered	3,095,607	5/23/06
TEMPA-LENE	Registered	3,069,306	3/14/06
THERMA-LENE	Registered	3,419,774	4/29/08
SPACE LACE	Registered	4,254,411	12/4/12
SPACE BRAID	Registered	3,829,363	8/03/10
SPACE WIRE	Registered (Spacewire)	2,595,251	7/16/02
SPACE LT	Registered	3,125,370	8/8/06
SPACE LITE	Registered (Intent-to-Use)	5,157,297	3/7/17
SPACE ALLOY	Registered (Spacealloy)	5,628,669	12/11/18
MAGNETONE	Registered (Magne-tone)	4,502,429	3/25/14
ELECTRI-TONE	Registered	4,765,655	6/30/15
RACELINE	Registered	2,988,695	8/30/05
FUSION (TAPE)	Registered	3,389,949	2/26/08
SIL-AERO	Registered	5,606,669	11/13/18
WHITMOR WIRENETICS LOGO	Registered	3,699,627	10/20/09

PATENTS: None, as of the Second Amendment Effective Date.

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF SEPTEMBER [___], 2019, EXECUTED BY WHITMOR PLASTIC WIRE AND CABLE CORP., A CALIFORNIA CORPORATION ("PLEDGOR"), IN FAVOR OF CIBC BANK USA, AN ILLINOIS BANKING CORPORATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

CIBC BANK USA

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, WHITMOR PLASTIC WIRE AND CABLE CORP., a California corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of October 1, 2019 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of CIBC BANK USA, an Illinois banking corporation (together with its successors and assigns, "Lender"), pursuant to which Pledgor has granted to Lender, a security interest in the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Lender's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Lender, and its successors, transferees and assigns, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations and other intellectual property or registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on _____, 2019.

WHITMOR PLASTIC WIRE AND CABLE
CORP.

By: _____

Name: _____

Title: _____