

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midwest Trading, Inc.		05/29/2020	Corporation: DELAWARE
Midwest Iron and Metal Co., LLC		05/29/2020	Limited Liability Company: OHIO
MW Trading, Inc.		05/29/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	THE HUNTINGTON NATIONAL BANK		
Street Address:	200 Public Square		
Internal Address:	CM64		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88384005	MW MW METALS	
Serial Number:	88384038	MW MW METALS GROUP	
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>			
Phone:	313 223 3461		
Email:	nlevine@dickinsonwright.com		
Correspondent Name:	Daniel Burkhart		
Address Line 1:	500 Woodward Avenue		
Address Line 2:	Suite 4000		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	25535-395		
NAME OF SUBMITTER:	Daniel Burkhart		
SIGNATURE:	/Daniel Burkhart/		
DATE SIGNED:	06/02/2020		

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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of May 29, 2020, is made by MIDWEST TRADING, INC., a Delaware corporation (“Holdings”), MIDWEST IRON AND METAL CO., LLC, an Ohio limited liability company (“Midwest Iron”), and MW TRADING, INC., an Ohio corporation (“MW Trading”), and together with Holdings and Midwest Iron, each a “Grantor” and collectively the “Grantors”), with an address of 461 Homestead Avenue, Dayton, Ohio 45417, in favor of THE HUNTINGTON NATIONAL BANK, a national banking association (“Lender”), with an address of 200 Public Square, CM64, Cleveland, Ohio 44114.

Grantors and Lender have entered into a Credit and Security Agreement dated on or about the date of this IP Security Agreement (as amended, restated, supplemented, or modified from time to time, the “Credit Agreement”).

Under the terms of the Credit Agreement, the Grantors have granted to the Lender a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities including but not limited to, with respect to individual patents, registered trademarks and registered copyrights, and applications for the foregoing, recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Grant of Security. Each Grantor hereby grants to the Lender a security interest in all of such Grantor’s right, title and interest in and to the following (collectively, the “IP Collateral”):

1.1 The patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof (collectively, the “Patents”).

1.2 The trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (collectively, the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

1.3 All copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including but not limited to the copyright registrations, applications and exclusive copyright licenses set forth in Schedule 3 hereto, and all extensions and renewals thereof (collectively, the “Copyrights”).

1.4 All rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

1.5 Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing.

1.6 Any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. New or Newly Identified IP Assets. If any Grantor (i) becomes aware of any existing IP Assets (as defined below) of which any Grantor has not previously informed Lender, (ii) obtains rights to any other IP Assets, or (iii) becomes entitled to the benefit of any IP Assets which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement shall automatically apply thereto, such IP Assets shall automatically be deemed IP Collateral hereunder, and such Grantor must give to Lender prompt written notice thereof. Each Grantor hereby authorizes Lender to modify this IP Security Agreement by amending Schedules 1, 2, and 3, as applicable, to include any such IP Assets, and to request the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials (domestic or foreign) to record and register or re-record or re-register this IP Security Agreement. Upon Lender's request, each Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Lender's interest in all IP Assets added to Schedules 1, 2, and 3 pursuant to this Section. "IP Assets" means any (i) patent or patent application of any Grantor and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof; (ii) trademark registration or application of any Grantor together with the goodwill symbolized thereby and all extensions and renewals thereof (excluding, however, any United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications); (iii) copyright, whether registered or unregistered, of any Grantor and all extensions and renewals thereof; (iv) rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (v) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (vi) claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Credit Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.


6. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of Michigan, without regard to the conflict of laws principles thereof.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:


MIDWEST TRADING, INC.,
a Delaware corporation

By: 
Name: Daniel J. Dorman
Title: President

**MIDWEST IRON AND METAL CO.,
LLC,** an Ohio limited liability company

By: 
Name: Daniel J. Dorman
Title: President

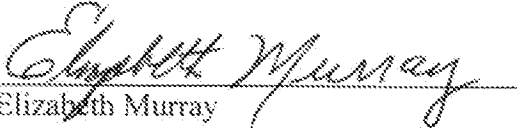
MW TRADING, INC.,
an Ohio corporation

By: 
Name: Daniel J. Dorman
Title: President

AGREED TO AND ACCEPTED:

LENDER:

THE HUNTINGTON NATIONAL BANK,
a national banking association

By: 
Name: Elizabeth Murray
Title: Senior Vice President

SCHEDULE 1

PATENTS

A. Patent Applications

None.

B. Patents

None.

SCHEDULE 2

TRADEMARKS

A. Trademark Applications

None.

B. Trademark Registrations

Grantor	Filing Date	Serial No.	Word Mark
Midwest Iron and Metal Co., LLC	April 12, 2019	88384005	MW MW Metals
Midwest Iron and Metal Co., LLC	April 12, 2019	88384038	MW MW Metals Group

SCHEDULE 3
COPYRIGHTS

None.