

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProClip USA, LLC		10/29/2020	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Aldine Capital Fund III, L.P.		
Street Address:	444 W. Lake Street, Suite 4550		
Internal Address:	Attn: Bert Brahm		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90235549	TOUGH SLEEVE	
Registration Number:	4135215	PROCLIP	
Registration Number:	3343378	PROCLIP	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	1500 Broadway, Suite 2900		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	10/30/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement") is given as of October 29, 2020, by PROCLIP USA, LLC, a Wisconsin limited liability company (the "Issuer"), ALDINE CAPITAL FUND III, L.P., a Delaware limited partnership (the "Purchaser").

Preliminary Statement. The Issuer, ProClip Holdings, LLC and the Purchaser entered into a Security Agreement dated as of October 29, 2020 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which, and subject to the terms and conditions thereof, the Issuer granted a security interest in and lien on substantially all of its assets, including but not limited to all Trademarks, all applications for, registrations of and licenses of the foregoing. Capitalized terms used and not defined herein shall have the meanings given to them in the Security Agreement. The Issuer desires to reaffirm such lien as security for all present and future obligations of the Issuer to the Purchaser.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Issuer and the Purchaser agree as follows:

1. Grant of Security Interest. The Issuer hereby grants to the Purchaser a security interest in all assets and personal property of the Issuer, including but not limited to all the Issuer's right, title and interest in and to the following property, wherever located, whether such property or interest therein is now owned or existing or hereafter acquired or arising (collectively, the "Collateral"):

- (a) all trademarks, all applications for, registrations of and licenses of the foregoing listed on Schedule A attached hereto; and
- (b) goodwill associated with the foregoing; and
- (c) all substitutions, renewals, improvements and replacements of and additions thereto; and
- (c) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and/or (c) above and any rents and profits of any of the foregoing items, whether cash or non-cash, immediate or remote, including, without limitation, all income, accounts, contract rights, general intangibles, payment intangibles, chattel paper, notes, drafts, acceptances, instruments and other rights to the payment of money arising out of the sale, rental, lease, exchange or other disposition of any of the foregoing items, and all products, of (a), (b) and/or (c) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items.

2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Purchaser pursuant to the Security Agreement and Issuer hereby acknowledges and affirms that the rights and remedies of the Purchaser with respect to the security interest in the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Purchaser shall otherwise determine.

3. Termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations for which no claim has been made) and termination of the Security Agreement, the Purchaser shall execute, acknowledge, and deliver to the Issuer an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Collateral under this Agreement.


4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice of law rules thereof.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. A facsimile or other electronically transmitted signature of the Issuer shall be deemed an original signature.

[Remainder of this page intentionally blank.]

IN WITNESS WHEREOF, the Issuer has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first above written.

PROCLIP USA, LLC

By: 
Name: Brett P. Holcomb
Title: Assistant Secretary

ACCEPTED:

ALDINE CAPITAL FUND III, L.P.

By: Aldine GP III, LLC, its General Partner

By: Aldine Capital Partners, Inc., its manager

By:  _____

Name: Albert L. Brahm

Title: Vice President

SCHEDULE A

Title	Owner	Jurisdiction of Issuance, Registration or Application	Issuance, Registration or Application Number and Dates
TOUGH SLEEVE	ProClip USA, Inc.	United States	Serial No.: 90235549 Registration Date: 10/5/2020 Current Status: Publication
PROCLIP	ProClip USA, Inc.	United States	Registration No.: 4135215 Registration Date: 5/1/2012
ProClip	ProClip USA, Inc.	United States	Registration No.: 3343378 Registration Date: 11/27/2007
PROCLIP USA	ProClip USA, Inc.	Wisconsin	Registration Date: 5/22/2002