

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613341

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Famous Enterprises, Inc.		05/07/2018	Corporation: OHIO
Famous Industries, Inc.		05/07/2018	Corporation: OHIO
Stream 33 Products, LLC		05/07/2018	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	COMMERCIAL LOAN SERVICE/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	88219549	BRIGHT33
Serial Number:	88822734	FAMOUS NOW
Serial Number:	90126098	WESUPPLYTRADES
Serial Number:	90126102	TRUCKSTOCKDIRECT
Serial Number:	88242805	BREEZE33
Registration Number:	6126520	BREEZE33

CORRESPONDENCE DATA

Fax Number: 2163634588

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: 2163634677

Email: dpoirier@beneschlaw.com

Correspondent Name: Duncan H. Poirier

Address Line 1: Benesch Friedlander Coplan & Aronoff LLP

Address Line 2: 200 Public Square, Suite 2300

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	32542-2
NAME OF SUBMITTER:	Duncan H. Poirier
SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	12/09/2020

Total Attachments: 27

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, as it may be amended, restated or otherwise modified from time to time (this "Agreement"), is executed as of this 7th day of May 2018, by FAMOUS ENTERPRISES, INC., a corporation organized under the laws of the State of Ohio ("Famous Enterprises"), FAMOUS INDUSTRIES, INC., a corporation organized under the laws of the State of Ohio ("Famous Industries"), and STREAM 33 PRODUCTS, LLC, a limited liability company organized under the laws of the State of Ohio ("Stream 33" and together with Famous Enterprises and Famous Industries and together with their respective successors and assigns, "Pledgors" and each individually a "Pledgor"), to PNC BANK, NATIONAL ASSOCIATION (together with its successors and assigns in its capacity as agent, "Agent"), as agent for the financial institutions which are now or which hereafter become a party to the Credit Agreement, as hereinafter defined (collectively, "Lenders").

RECITALS:

Pledgors, certain Affiliates of Pledgors, each other party which may be added as a borrower to the Credit Agreement, as hereinafter defined (collectively, the "Borrowers" and each individually a "Borrower"), certain other Persons which from time to time become party thereto, Agent (as successor to National City Bank), Issuer and Lenders are have entered into that certain Credit and Security Agreement dated as of April 28, 2005 (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgors desire that Lenders continue to grant to Borrowers the financial accommodations as described in the Credit Agreement.

Pledgors deem it to be in its direct pecuniary and business interests that Borrowers obtain from Lenders the Advances, and other financial accommodations provided for in the Credit Agreement.

Pledgors understand that Agent, Issuer and Lenders are willing to continue to grant to Borrowers the Advances and such financial accommodations only upon certain terms and conditions, one of which is that Pledgors grant to Agent, for the benefit of Lenders, a security interest in, and an assignment of, the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Agent, Issuer and Lenders continuing to grant to Borrowers the Advances and such other financial accommodations and for other valuable consideration.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

“Collateral” shall mean, collectively, all of Pledgors’ existing and future (a) Patents; (b) Trademarks; (c) Licenses; (d) all of the goodwill of Pledgors’ business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (e) proceeds of any of the foregoing.

“Debt” shall mean the Obligations, as such term is defined in the Credit Agreement.

“Licenses” shall mean any license agreement with any other party granting a right in any Patents or Trademarks, whether a Pledgor is a licensor or licensee under any such license agreement, if any, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by a Pledgor and now or hereafter covered by such licenses.

“Patents” shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, if any, and those patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; (d) all rights corresponding thereto throughout the world.

“Obligor” shall mean a Person whose credit or any of whose property is pledged to the payment of any portion of the Debt and includes, without limitation, (a) any Borrower, (b) any Guarantor and (c) any signatory to an Other Loan Document.

“PTO” shall mean the United States Patent and Trademark Office.

“Trademarks” shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, if any, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgors hereby agree that Agent shall at all times have,

and hereby grants to Agent, for its benefit and for the ratable benefit of each Lender and Issuer, a security interest in all of the Collateral, including (without limitation) all of Pledgors' future Collateral, irrespective of any lack of knowledge by Agent, Issuer or Lenders of the creation or acquisition thereof"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

3. Warranties and Representations. Pledgors represent and warrant to Agent and Lenders that as of the date hereof:

(a) A Pledgor owns all of the Collateral as described on the Exhibits hereto and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) Pledgors have no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(c) except for Permitted Encumbrances, Pledgors are the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgors not to sue third Persons;

(d) Pledgors have full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(e) Pledgors represent and warrant that each is the true and lawful owner or licensee of the Trademarks listed on Schedule B and Schedule C attached hereto and made a part hereof, and that said listed Trademarks constitute all of the United States marks registered in the PTO that such Pledgor now owns or uses in connection with its business, other than any such marks which are (i) owned but not used and (ii) not material to its business. Each Pledgor represents and warrants that it owns or is licensed to use all Trademarks that it uses, and that it owns all of the registrations listed on Schedule B. Each Pledgor further warrant that it is not aware of any third-party claim that any aspect of such Pledgor's present or contemplated business operations infringes or will infringe on any registered trademark or registered service mark; and

(f) Each Pledgor represents and warrants that it is the true and lawful owner or licensee of all rights in the Patents listed on Schedule A and Schedule C attached hereto and made a part hereof, that said Patents constitute all of the United States patents and applications for United States patents that such Pledgor now owns, other than any such patents, applications and registrations which are (i) owned but not used and (ii) not material to its business. Each Pledgor represents and warrants that it owns or is licensed to use or practice under all Patent registrations and applications that it owns, uses or practices under, and that it owns all of the

Patent registrations and applications listed on Schedule A. Each Pledgor further warrants that it is not aware of any third-party claim that any aspect of such Pledgor's present or contemplated business operations infringes or will infringe on any patent except as may be disclosed in Schedule 5.8(b) of the Credit Agreement.

4. Further Assignment Prohibited. No Pledgor shall enter into any agreement that is inconsistent with such Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in any of the Collateral other than as permitted under Section 7.1(b) of the Credit Agreement or with prior written consent of the Agent.

5. Right to Inspect. Pledgors hereby grant to Agent, Issuer and Lenders and their respective employees and agents the right to visit any location of a Pledgor and to inspect any Pledgor's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in the Credit Agreement.

6. Event of Default.

(a) Pledgors expressly acknowledges that Agent may record this Agreement with the PTO. Contemporaneously herewith, Pledgors shall also execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent, in escrow, until the occurrence of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Agent in the form attached as Exhibit A and upon written notice to Pledgors and thereafter Agent may, in its sole discretion, record the Assignment with the PTO. The provisions of this paragraph (a) shall not limit or contradict the provisions of the following paragraph (b) or any of the rights and remedies of Agent described therein.

(b) If an Event of Default shall occur and be continuing, in addition to Agent's rights to elect to make the Assignment effective as provided for in paragraph (a) above, Pledgors irrevocably authorize and empower Agent, on behalf of Lenders and Issuer, to terminate any Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law, including without limitation all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Agent may sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that a Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all expenses for attorneys' and brokers' fees and other legal services), Agent shall apply such proceeds against payment of the Debt in accordance with the terms of the Credit Agreement. Notice of any sale or other disposition of the Collateral shall be given to the applicable Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which such Pledgor hereby agrees shall be

reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of such Pledgor, which right is hereby waived and released.

7. Termination. At such time as the Debt has been irrevocably paid in full, the commitments of Lenders under the Credit Agreement terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and Lenders (or any of them), this Agreement shall terminate and Agent shall, upon Pledgors' request, execute and deliver to Pledgors, at Pledgors' expense, all deeds, assignments, and other instruments as Pledgors shall reasonably request to evidence the release of Agent's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by Agent pursuant hereto; provided, however that the provisions of Sections 9, 11, 22, 23, 24, 25, 26 and 27 shall survive any termination of this Agreement.

8. Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Pledgors shall have the obligation and duty to perform all acts reasonably necessary to maintain or preserve the Collateral, except where Patents or Trademarks are intentionally abandoned or canceled as part of a business decision by Pledgor. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Agent, Issuer and Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgors, within ten (10) days of demand by Agent, and, until so paid after demand, shall be added to the principal amount of the Debt and secured by the Collateral (and all other "Collateral" as defined in the Credit Agreement).

9. Pledgor's Obligations to Prosecute. Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, and to do any and all acts that are reasonably necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees, except where Patents or Trademarks are intentionally abandoned or canceled as part of a business decision by Pledgor.. Any expenses incurred by Agent in connection with the Collateral shall be borne by Pledgors.

10. Agent's Rights to Enforce. Pledgors shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Agent and Lenders shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Pledgors shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Agent and Lenders for all

damages, and expenses, including attorneys' fees incurred by Agent in connection with the provisions of this Section 11, in the event Agent and Lenders elect to join in any such action commenced by Pledgors.

11. Power of Attorney. Pledgors hereby authorize and empower Agent, on behalf of Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgors' true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse the applicable Pledgor's name on all applications, documents, papers and instruments reasonably necessary for Agent to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or reasonably necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties, including the power to execute in the name of such Pledgor and deliver to the PTO for recording instruments of assignment and/or transfer for all or any part of the Collateral naming as assignee or transferee either Agent or any party that may purchase all or any part of the Collateral at any public or private sale conducted by Agent as a secured creditor. Pledgors hereby ratify 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.

12. Agent's Right to Perform Obligations. If a Pledgor materially fails to comply with any of its obligations under this Agreement, Agent, on behalf of Lenders, may after notice to such Pledgor, but is not obligated to, do so in such Pledgor's name or in Agent's name, but at Pledgors' expense, and Pledgors hereby agree to reimburse Agent on demand in full for all reasonable expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Collateral.

13. Additional Documents. Pledgors shall, upon written request of Agent, enter into such additional documents or instruments as may be reasonably required by Agent in order to effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement.

14. New Collateral. If, before the Debt shall have been satisfied in full, any Pledgor shall obtain rights to any new Collateral, the provisions of Sections 2 and 7 hereof shall automatically apply thereto as if the same were identified on Schedules A, B or C attached hereto and made a part hereof as of the date hereof.

15. Modification for New Collateral. Pledgors hereby authorizes Agent to modify this Agreement by amending Schedules A, B and/or C to include any future Collateral as contemplated by Sections 2 and 15 hereof and, at Agent's request, Pledgors shall execute any documents or instruments reasonably required by Agent in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedules A, B and/or C shall be effective without the signature of Pledgors. Pledgors hereby acknowledge that Agent

may refile or re-record this Agreement with the PTO, together with any such modification to Schedules A, B and/or C.

16. No Waiver. No course of dealing between Pledgors and Agent, Issuer and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent, Issuer or Lenders, any right, power or privilege hereunder or under any of the Other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. Remedies Cumulative. All of the rights and remedies of Agent, Issuer and Lenders with respect to the Collateral, whether established hereby or by the Other Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

18. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgors and Agent, on behalf of Lenders. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

20. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that no Pledgor may assign any of its rights or duties hereunder without the prior written consent of Agent. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

21. Notice. All notices, requests, demands and other communications provided for hereunder shall be given to or made upon Pledgors or Agent as the case may be, in accordance with the terms of the Credit Agreement.

22. Governing Law. The provisions of Section 16.1 of the Credit Agreement are incorporated herein by reference.

23. Indemnity: Administration and Enforcement. Pledgors will reimburse each Lender, on that Lender's demand from time to time, and Agent, on Agent's demand from time to time, for any and all reasonable fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) reasonably incurred by that Lender or Agent, as the case may be, in administering this Agreement and in protecting,

enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Pledgors, at a rate per annum equal to the Default Rate.

24. Unconditional and Continuing Security Interest. Pledgors' obligations under this Agreement and the granting of a security interest to Agent pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until the Debt shall have been paid in full, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Debt is outstanding, regardless of any act, omission, or course of dealing whatever on the part of Agent and Lenders, or any of them, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Debt for purposes of this Agreement, nor Pledgor's obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Agent, Issuer or any Lender of any credit to any Obligor, whether or not liability therefor constitutes Debt, or any failure or refusal of Agent, Issuer or any Lender to grant any other credit to any Obligor even if Agent or such Lender thereby breaches any duty or commitment to a Pledgor or any other Person,

(b) the application by Agent, Issuer or any Lender of credits, payments, or proceeds to any portion of the Debt,

(c) any extension, renewal, or refinancing of the Debt in whole or in part,

(d) any amendment, restatement, or other modification of any kind in, to, or of the Credit Agreement or any Other Loan Document, or any consent or other indulgence granted to any Obligor, or any waiver of any Event of Default (under this Agreement or the Credit Agreement), including without limitation, (i) any extension or change in the time of payment, and/or the manner, place or terms of payment of any or all of Debt, (ii) any renewal, extension of the maturity of the Debt, (iii) any increase or decrease of any loans and extension of credit (and/or any maximum credit limits or sublimits with respect to any such loans or extensions of credit) constituting the Debt, and/or making available to any one or more of the Borrowers or other Credit Parties any new or additional or increased loans or extensions of credit (whether such new, additional or increased loans or extensions of credit are the same or of new or different types as the loans and extensions of credit available to Borrower and the other Credit Parties under the Credit Agreement and the other Debt as of the date hereof) and (iv) any modification of the terms and conditions under which loans and extensions of credit may be made under the Credit Agreement,

(e) any acceptance of security for or any other Obligor on the Debt or any part thereof, or any release of any security or other Obligor (or compromise or settlement of the

liability of any Obligor for the Debt), whether or not Agent or any Lender receives consideration for the release, compromise or settlement,

(f) any discharge of the Debt in whole or in part under any bankruptcy or insolvency law or otherwise,

(g) the failure of Agent, Issuer or any Lender to make any presentment or demand for payment, to assert or perfect any claim, demand, Lien or interest, or to enforce any right or remedy, or any delay or neglect by Agent, Issuer or any Lender in respect of the Debt or any part thereof or any security therefor,

(h) any failure to give a Pledgor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by a Pledgor or any other Obligor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Obligor, or

(i) any defense that may now or hereafter be available to any Obligor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Debt or any part thereof or of any Other Loan Document.

25. No Setoff; Rights Against Other Obligors. Each Pledgor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of such Pledgor under this Agreement against any claim or right of such Pledgor against Agent or any Lender, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Debt shall have been paid in full, such Pledgor will not assert against any other Obligor or any other Obligor's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

26. JURY TRIAL WAIVER. Section 12.3 of the Credit Agreement is incorporated herein by reference.

[The remainder of this page is intentionally left blank. Signature pages follow.]


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

FAMOUS ENTERPRISES, INC.
FAMOUS INDUSTRIES, INC.

By: 
Marc D. Blaushild, President and CEO

STREAM 33 PRODUCTS, LLC

By: FAMOUS INDUSTRIES, INC.,
an Ohio corporation, its sole Member

By: 
Marc D. Blaushild, President and
CEO

PNC BANK, NATIONAL ASSOCIATION,
as Agent, Issuer and as a Lender

By: _____
Print Name: John Wenzinger
Title: Senior Vice President

[Signature Page – IP Security Agreement – Famous]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

FAMOUS ENTERPRISES, INC.
FAMOUS INDUSTRIES, INC.

By: _____
Marc D. Blaushild, President and CEO

STREAM 33 PRODUCTS, LLC

By: FAMOUS INDUSTRIES, INC.,
an Ohio corporation, its sole Member

By: _____
Marc D. Blaushild, President and
CEO

PNC BANK, NATIONAL ASSOCIATION,
as Agent, Issuer and as a Lender

By: _____
Print Name: John Wenzinger
Title: Senior Vice President

[Signature Page – IP Security Agreement – Famous]

SCHEDULE A

Patents

See Attached.

Patents, Trademarks, Copyrights and Licenses

I. PATENTS (existing and pending)

Country	Title	App. / Patent No.	Filing / Issue Date	Status	Assignee
U.S.	SEALED TRANSVERSE LOCKING PIPE AND FITTINGS	9,752,706	09/05/2017	Patented	FAMOUS INDUSTRIES, INC. DBA HEATING & COOLING PRODUCTS COMPANY
U.S.	SEALED TRANSVERSE LOCKING PIPE AND FITTINGS	15/667,726	08/03/2017	Published	FAMOUS INDUSTRIES, INC. DBA HEATING & COOLING PRODUCTS COMPANY
U.S.	NOTCHER	14/776,909	09/15/2015	Abandoned	FAMOUS INDUSTRIES, INC. DBA HEATING & COOLING PRODUCTS COMPANY
U.S.	ROLL FORMER	10,471,489	11/12/2019	Patented	FAMOUS INDUSTRIES, INC. DBA HEATING & COOLING PRODUCTS COMPANY
U.S.	CRIMPER	9,844,808	12/19/2017	Patented	FAMOUS INDUSTRIES, INC. DBA HEATING & COOLING PRODUCTS COMPANY
U.S.	PIPE/FITTING WITH MODIFIED CRIMP ALLOWING FOR BOTH PIPE AND FLEXIBLE DUCT INSTALLATION	10,221,974	3/5/2019	Patented	FAMOUS INDUSTRIES, INC. DBA HEATING & COOLING PRODUCTS COMPANY

Country	Title	App. / Patent No.	Filing / Issue Date	Status	Assignee
U.S.	PIPE/FITTING WITH MODIFIED CRIMP ALLOWING FOR BOTH PIPE AND FLEXIBLE DUCT INSTALLATION	10,830,382	11/10/2020	Patented	FAMOUS INDUSTRIES, INC. DBA HEATING & COOLING PRODUCTS COMPANY
Canada	SEALED TRANSVERSE LOCKING PIPE AND FITTINGS	2883786	09/05/2017	Patented	FAMOUS INDUSTRIES, INC. DBA HEATING & COOLING PRODUCTS COMPANY
Canada	NOTCHER	2907388	03/17/2014	Abandoned	FAMOUS INDUSTRIES, INC. DBA HEATING & COOLING PRODUCTS COMPANY
Canada	ROLL FORMER	2907314	03/17/2014	Pending	FAMOUS INDUSTRIES, INC. DBA HEATING & COOLING PRODUCTS COMPANY
Canada	CRIMPER	2907321	1/28/2020	Patented	FAMOUS INDUSTRIES, INC. DBA HEATING & COOLING PRODUCTS COMPANY
Mexico	SEALED TRANSVERSE LOCKING PIPE AND FITTINGS	363319	9/6/2019	Patented	FAMOUS INDUSTRIES, INC. DBA HEATING & COOLING PRODUCTS COMPANY

SCHEDULE B


Trademarks



See Attached.


II. TRADEMARKS (existing and pending)
a. Famous Industries, Inc.

Country	Mark	App. / Reg. No.	Filing / Reg. Date	Status	Owner
U.S.	TOTALSEAL	4,769,711	July 7, 2015	Registered	Famous Industries, Inc.
U.S.	ZIPGRIP	5722560	April 9, 2019	Registered	Famous Industries, Inc.
U.S.	ZIPGRIP	86/633,376	May 18, 2015	Abandoned	Famous Industries, Inc.
Canada	ZIPGRIP	1058457	October 10, 2019	Registered	Famous Industries, Inc.
Canada	ZIPGRIP	1058462	October 10, 2019	Registered	Famous Industries, Inc.
Canada	TOTALSEAL	966813	March 27, 2017	Registered	Famous Industries, Inc.
Mexico	ZIPGRIP	1677525	November 18, 2015	Registered	Famous Industries, Inc.
Mexico	ZIPGRIP	1745459	November 18, 2015	Registered	Famous Industries, Inc.

b. Famous Enterprises, Inc.

Country	Mark	App. / Reg. No.	Filing / Reg. Date	Status	Owner
U.S.	FAMOUS SUPPLY	3,017,032	November 22, 2005	Registered	Famous Enterprises, Inc.
U.S.	FAMOUS UNIVERSITY	3,408,190	April 8, 2008	Registered	Famous Enterprises, Inc.
U.S.	EFAMOUS	4,671,541	January 13, 2015	Registered	Famous Enterprises, Inc.
U.S.	STUDIO33 BY FAMOUS SUPPLY	5,433,815	March 27, 2018	Registered	Famous Enterprises, Inc.
U.S.		5628198	December 11, 2018	Registered	Famous Enterprises, Inc.
U.S.	HCP	86/863,241	December 31, 2015	Abandoned	Famous Enterprises, Inc.
U.S.	HCP			Abandoned	Famous Enterprises, Inc.
U.S.		5470190	May 15, 2018	Registered	Famous Enterprises, Inc.
U.S.	BRIGHT33		January 15, 2019	Registered	Famous Enterprises, Inc.
U.S.		5656173		Registered	Famous Enterprises, Inc.
U.S.	BRIGHT33	5,282,905	September 5, 2017	Registered	Famous Enterprises, Inc.
U.S.	CRAFT33	5,351,639	December 5, 2017	Registered	Famous Enterprises, Inc.

Country	Mark	App. / Reg. No.	Filing / Reg. Date	Status	Owner
U.S.	BRIGHT33	88/219,549	December 6, 20218	Allowed	Famous Enterprises, Inc.
U.S.	FAMOUS NOW	88,822/734	March 5, 2020	Allowed	Famous Enterprises, Inc.
U.S.	WESUPPLYTRADES	90/126,098	August 20, 2020	Pending	Famous Enterprises, Inc.
U.S.	TRUCKSTOCKDIRECT	90/126,102	August 20, 2020	Pending	Famous Enterprises, Inc.
Canada		1070712	January 24, 2020	Registered	Famous Enterprises, Inc.
Canada	HCP	968734	April 20, 2017	Registered	Famous Enterprises, Inc.
Canada	BRIGHT33	1807221	October 31, 2016	Abandoned	Famous Enterprises, Inc.
Canada	CRAFT33			Abandoned	Famous Enterprises, Inc.
Europe	BRIGHT33	015904931	February 10, 2017	Registered	Famous Enterprises, Inc.
Europe		TMA1071572	February 3, 2020	Registered	
Mexico		1667554	August 23, 2016	Registered	Famous Enterprises, Inc.

Country	Mark	App. / Reg. No.	Filing / Reg. Date	Status	Owner
Mexico		1798601	April 21, 2016	Registered	Famous Enterprises, Inc.
Mexico	HCP	1676291	September 21, 2016	Registered	Famous Enterprises, Inc.
Mexico	HCP	1744396	April 19, 2017	Registered	Famous Enterprises, Inc.
Mexico	BRIGHT33	1716444	September 30, 2016	Registered	Famous Enterprises, Inc.
Mexico	BRIGHT33	1707901	September 30, 2016	Registered	Famous Enterprises, Inc.
Mexico	BRIGHT33	1707902	September 30, 2016	Registered	Famous Enterprises, Inc.
Mexico	CRAFT33	1823619	November 24, 2017	Registered	Famous Enterprises, Inc.
Mexico	CRAFT33	1755081	May 18, 2017	Registered	Famous Enterprises, Inc.
Mexico	CRAFT33	1823707	August 4, 2017	Registered	Famous Enterprises, Inc.

c. Stream 33 Products, LLC

Country	Mark	App. / Reg. No.	Filing / Reg. Date	Status	Owner
U.S.	STREAM33				
		5769914	June 4, 2019	Registered	Stream 33 Products, LLC
U.S.	BREEZE33				
		5675491	February 12, 2019	Registered	Stream 33 Products, LLC
U.S.	STREAM33				
		5,244,029	June 13, 2017	Registered	Stream 33 Products, LLC
U.S.	BREEZE33				
		88/242,805	December 27, 2018	Allowed	Stream 33 Products, LLC
U.S.	BREEZE33				
		6,126,520	August 11, 2020	Registered	Stream 33 Products, LLC
Canada	STREAM33				
		1048504	August 12, 2019	Registered	Stream 33 Products, LLC
Canada	STREAM33				
		1058461	October 10, 2019	Registered	Stream 33 Products, LLC
Canada	BREEZE 33				
		1726652	May 4, 2016	Abandoned	Stream 33 Products, LLC
Canada	BREEZE33				
		1048515	August 12, 2019	Registered	Stream 33 Products, LLC
Mexico	BREEZE 33				
		1673201	September 8, 2016	Registered	Stream 33 Products, LLC
Mexico	BREEZE 33				
		1677554	May 18, 2016	Registered	Stream 33 Products, LLC

Country	Mark	App. / Reg. No.	Filing / Reg. Date	Status	Owner
Mexico	BREEZE33	1780301	July 27, 2017	Registered	Stream 33 Products, LLC
Mexico	BREEZE 33	1683163	May 18, 2016	Registered	Stream 33 Products, LLC
Mexico	BREEZE 33	1673200	September 8, 2016	Registered	Stream 33 Products, LLC
Mexico	STREAM33	1814713	October 25, 2017	Registered	Stream 33 Products, LLC
Mexico	STREAM33	1743037	April 17, 2017	Registered	Stream 33 Products, LLC
Mexico	STREAM33	1815252	October 26, 2017	Registered	Stream 33 Products, LLC
Mexico	STREAM33	1818161	August 2, 2017	Registered	Stream 33 Products, LLC
Mexico	STREAM33	1720601	February 14, 2017	Registered	Stream 33 Products, LLC
Mexico	STREAM33	1720602	February 14, 2017	Registered	Stream 33 Products, LLC
Mexico	STREAM33	1722712	February 17, 2017	Registered	Stream 33 Products, LLC
Mexico	BREEZE33	1723028	October 20, 2016	Registered	Stream 33 Products, LLC
Mexico	BREEZE33	1724620	October 20, 2016	Registered	Stream 33 Products, LLC
Mexico	BREEZE33	1723029	October 20, 2016	Registered	Stream 33 Products, LLC
Mexico	BREEZE33	1742066	APRIL 12, 2017	Registered	Stream 33 Products, LLC
Europe	BREEZE33	015936198	March 20, 2017	Registered	Stream 33 Products, LLC
Europe	STREAM33	015936206	February 21, 2017	Registered	Stream 33 Products, LLC

SCHEDULE C

Licenses

None.

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF MAY 7, 2018 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY [____], AN OHIO [____] (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "PLEDGOR"), IN FAVOR OF PNC BANK, NATIONAL ASSOCIATION, AS AGENT FOR LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL ON BEHALF OF AND FOR THE BENEFIT OF LENDERS AND ISSUER AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

PNC BANK, NATIONAL ASSOCIATION

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, [_____], a [_____] organized under the laws of Ohio (together with its successors and assigns, "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of PNC BANK, NATIONAL ASSOCIATION, as Agent for Lenders and Issuer, as defined in the Agreement (together with its successors and assign in its capacity as agent, "Agent"), pursuant to which Pledgor has granted to Agent, for the benefit of Lenders and Issuer, a security interest in the Collateral as security for the Debt, as defined in the Agreement;

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

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt 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 to Agent, its successors, transferees and assigns, all of its existing and future Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Agent 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 _____, 2018.

[_____]

By: _____
Print Name: _____
Title: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Marc D. Blaushild, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said FAMOUS ENTERPRISES, INC., an Ohio corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2ND day of May, 2018.
SUSAN WYNBRANDT
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
December 10, 2022

Susan Wynbrandt
Notary Public
My commission expires: 12/10/22

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Marc D. Blaushild, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said FAMOUS INDUSTRIES, INC., an Ohio corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2ND day of May, 2018.
SUSAN WYNBRANDT
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
December 10, 2022

Susan Wynbrandt
Notary Public
My commission expires: 12/10/22

[Notary Page – IP Security Agreement – Famous]

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Marc D. Blaushild, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said FAMOUS INDUSTRIES, INC., an Ohio corporation, as the sole Member of STREAM PRODUCTS, LLC, an Ohio limited liability company, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2ND day of May, 2018.

SUSAN WYNBRANDT
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
December 10, 2022

Susan Wynbrandt
Notary Public
My commission expires: 12/10/22

[Continuation of Notary Page – IP Security Agreement – Famous]

INTELLECTUAL PROPERTY SECURITY AGREEMENT – PNC BANK/FAMOUS