

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CINCINNATI INCORPORATED		11/25/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	First Business Capital Corp.		
Street Address:	401 Charmany Drive		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53719		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3691120	CINCINNATI	
Registration Number:	2374477	CINCINNATI	
Registration Number:	1308652	AUTO CROWN	
Registration Number:	1266903	CINCINNATI	
Registration Number:	0928671	CINCINNATI	
Registration Number:	0663754	CINCINNATI	
Registration Number:	5707436	CINCINNATI	
Registration Number:	5991441	MAAM	
Registration Number:	5277649	SAAM	
Registration Number:	5192137	CI	
Registration Number:	4995891	BIG AREA ADDITIVE MANUFACTURING	
Registration Number:	4937538	BAAM	
Registration Number:	4842412	BAAM CI	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<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:	4142733500		
Email:	bgilpin@gklaw.com		
TRADEMARK			

CH \$340.00 3691120

Correspondent Name: Brian G. Gilpin
Address Line 1: 833 East Michigan Street, Suite 1800
Address Line 2: Godfrey & Kahn, S.C.
Address Line 4: Milwaukee, WISCONSIN 53202-5615

ATTORNEY DOCKET NUMBER: 057401-0089

NAME OF SUBMITTER: Brian G. Gilpin

SIGNATURE: /brian g. gilpin/

DATE SIGNED: 03/26/2021

Total Attachments: 12

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AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of November 25, 2020, is made by and between CINCINNATI INCORPORATED, an Ohio corporation, having a business location at the address set forth below under its signature (the “Debtor”), and FIRST BUSINESS CAPITAL CORP., a Wisconsin corporation, having a business location at the address set forth below under its signature (the “Lender”).

RECITALS:

The Debtor, Debtor’s affiliate, 7420 Kilby LLC, an Ohio limited liability company (“Kilby”), and the Lender are parties to an Amended and Restated Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the “Loan Agreement”) setting forth the terms on which the Lender may now or hereafter extend credit to or for the account of the Debtor and Kilby.

As a condition to extending credit to or for the account of the Debtor and Kilby, the Lender has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Obligations” means each and every debt, liability and obligation of every type and description arising under or in connection with the Loan Agreement or any Collateral Agreement (as defined in the Loan Agreement) which the Debtor or Kilby may now or at any time hereafter owe to the Lender, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Loan Agreement), which Obligations are joint and several liabilities of the Debtor and Kilby to Lender.

“Patents” means all of the Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Debtor’s right, title and interest in and to:
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Lender a security interest (the “Security Interest”), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) *Existence; Authority*. The Debtor is a corporation duly organized, validly existing and authorized to transact business in and under the laws of the State of Ohio and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) *Patents*. **Exhibit A** accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have it assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within sixty (60) days provide written notice to the Lender with a replacement **Exhibit A**, which upon acceptance by the Lender shall become part of this Agreement.

(c) *Trademarks*. **Exhibit B** accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor’s or any Affiliate’s business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to the Debtor’s or any Affiliate’s business(es)), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Lender with a replacement **Exhibit B**, which upon acceptance by the Lender shall become part of this Agreement.

(d) *Affiliates*. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor,

constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Lender of such item(s) and cause such Affiliate to execute and deliver to the Lender a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on **Exhibits A and B**, free and clear of all liens except Authorized Security Interests. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all liens except Authorized Security Interests, and (ii) will keep all Patents and Trademarks free and clear of all liens except Authorized Security Interests.

(f) **No Sale.** Except as permitted in the Loan Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Lender's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Authorized Security Interests.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Lender: (i) sufficient written notice, of at least thirty (30) days, to allow the Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Lender's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Lender gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Lender that it intends to abandon a Patent or Trademark, the Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Lender's option, in the Lender's own name) and may (but need not) take any and all other actions which the Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Lender in connection with or as a result of the Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Lender at the default rate of interest set forth in the Loan Agreement.

(k) **Power of Attorney.** To facilitate the Lender's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Lender, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Lender, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, the Lender may, at its option, take any or all of the following actions:

(a) The Lender may exercise any or all remedies available under the Loan Agreement.

(b) The Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, the Debtor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Lender. A waiver signed by the Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently, at the Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Lender shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Lender and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Lender, and the Debtor waives notice of the Lender's acceptance hereof. The Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of the Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Wisconsin (without giving effect to principles of conflicts of law). If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

Signatures on following page.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

FIRST BUSINESS CAPITAL CORP.

CINCINNATI INCORPORATED

By: Kevin McGraw
Name: Kevin McGraw
Title: Vice President

By: _____
Name: Christina March
Title: Chairman

401 Charmany Drive
Madison, Wisconsin 53719

7420 Kilby Road
Harrison, Ohio 45030

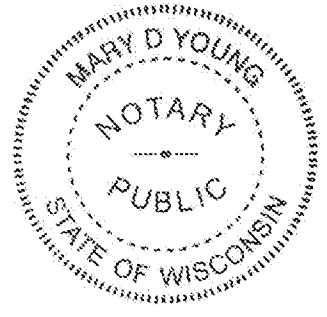
STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of November, 2020, by Christina March, Chairman of Cincinnati Incorporated, an Ohio corporation, on behalf of the corporation.

Notary Public, State of _____
My commission _____

STATE OF WISCONSIN)
)
COUNTY OF Dane)

The foregoing instrument was acknowledged before me this 25 day of November, 2020, by Kevin McGraw, a Vice President of First Business Capital Corp., a Wisconsin corporation, on behalf of the corporation.



Mary D. Young
Notary Public, State of Wisconsin
My commission 6.5.22

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

FIRST BUSINESS CAPITAL CORP.

CINCINNATI INCORPORATED

By: _____
Name: Kevin McGraw
Title: Vice President

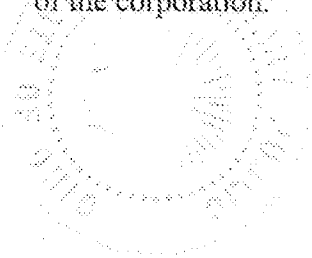
By: Christina March
Name: Christina March
Title: Chairman

401 Charmany Drive
Madison, Wisconsin 53719

7420 Kilby Road
Harrison, Ohio 45030

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 24th day of November, 2020, by Christina March, Chairman of Cincinnati Incorporated, an Ohio corporation, on behalf of the corporation.



Ronald D. Brown
Ronald D. Brown
Notary Public, State of Ohio
My commission has no expiration date
RONALD D. BROWN
Notary Public, State of Ohio
My Commission Has No Expiration Date

STATE OF WISCONSIN)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of November, 2020, by Kevin McGraw, a Vice President of First Business Capital Corp., a Wisconsin corporation, on behalf of the corporation.




Notary Public, State of _____
My commission _____


EXHIBIT A





PATENTS

PATENT	COUNTRY	PATENT/PUB NUMBER	ISSUE/PUB DATE	STATUS
SYSTEMS AND APPARATUS FOR ADDITIVE MANUFACTURING	PCT	WO 2020041296	02/27/2020	Published
3D PRINTED TOOLS AND ASSOCIATED METHODS	PCT	WO 2020096744	05/14/2020	Published
ADDITIVE MANUFACTURING SYSTEMS AND PROCESS AUTOMATION	US	20190070778	03/07/2019	Published
MACHINE LEARNING FOR ADDITIVE MANUFACTURING	US	20190054700	02/21/2019	Published
SYSTEMS AND APPARATUS FOR ADDITIVE MANUFACTURING	US	20200061871	02/27/2020	Published

EXHIBIT B
TRADEMARKS

MARK	COUNTRY/ STATE	APP NO./ REG. NO.	FILING DATE/REG. DATE	STATUS
CINCINNATI and Design	CA	TMA114,388	12-JUN-1959	Registered
CINCINNATI	US	3,691,120	06-OCT-2009	Registered
	US	2,374,477	08-AUG-2000	Registered
AUTO CROWN	US	1,308,652	11-DEC-1984	Registered
	US	1,266,903	14-FEB-1984	Registered
CINCINNATI	US	928,671	08-FEB-1972	Registered
	US	663,754	01-JUL-1958	Registered
CINCINNATI Stylized	European Community	1167881	08-DEC-2000	Registered
CINCINNATI	European Community	818070	19-FEB-2001	Registered
CINCINNATI	France	N 1330442	08-NOV-1985	Registered
CINCINNATI	Benelux	R 15346	09-MAR-1971	Registered
CINCINNATI Stylized	Denmark	VR 001352 1960	11-JUN-1960	Registered
CINCINNATI Stylized	Switzerland	P-468612	18-JAN-2000	Registered
CINCINNATI	Switzerland	2P-302711	29-FEB-1980	Registered
CINCINNATI and Design	Mexico	655701	29-MAY-2000	Registered
CINCINNATI	Italy	362019000120509	12-FEB-2020	Registered

MARK	COUNTRY/ STATE	APP NO./ REG. NO.	FILING DATE/REG. DATE	STATUS
CINCINNATI	US	5707436	26-MAR-2019	Registered
MAAM	US	5991441	18-FEB-2020	Registered
SAAM	US	5277649	29-AUG-2017	Registered
CI	US	5192137	25-APR-2017	Registered
BIG AREA ADDITIVE MANUFACTURING	US	4995891	12-JUL-2016	Registered
BAAM	US	4937538	12-APR-2016	Registered
BAAM CI	US	4842412	27-OCT-2015	Registered
THE CINCINNATI PRESS COMPANY	OHIO	1468065	03-JUN-2004	Registered
THE CINCINNATI SHEAR COMPANY	OHIO	1468066	03-JUN-2004	Registered
THE CINCINNATI PRESS BRAKE COMPANY	OHIO	1468067	03-JUN-2004	Registered
THE CINCINNATI KNIFE COMPANY	OHIO	1468068	03-JUN-2004	Registered
CINCINNATI SYSTEMS CORPORATION	OHIO	RN106299	09-DEC-1987	Registered
CINCINNATI LEASING CORPORATION	OHIO	RN106298	09-DEC-1987	Registered
	Brazil	821566326	22-OCT-2002	Registered
CINCINNATI	Brazil	006007228	10-OCT-1974	Registered
CINCINNATI	Colombia	232620	18-JAN-2001	Registered
CINCINNATI	Paraguay	90287	11-APR-1979	Registered
CINCINNATI	Venezuela	F064245	31-MAR-1971	Registered

MARK	COUNTRY/ STATE	APP NO./ REG. NO.	FILING DATE/REG. DATE	STATUS
Cincinnati	Turkey	2008 15694	19-MAR-2008	Registered
Cincinnati	Turkey	209269	26-APR-1999	Registered
	Israel	127194	18-APR-1999	Registered
CINCINNATI	Israel	19849	08-JUN-1961	Pending
CINCINNATI	India	1672243	03-APR-2008	Registered
	India	851269	13-APR-1999	Registered
BAAM	Taiwan	01771501	01-JUN-2016	Registered
BAAM CI	Taiwan	01771500	01-JUN-2016	Registered
	Taiwan	00992081	01-APR-2002	Registered
	New Zealand	308917	11-JAN-2001	Registered
BAAM	International Register – CN, EM, JP, KR,	1279860	20-AUG-2015	Registered
BAAM CI	International Register – CN, EM, JP, KR,	1279859	20-AUG-2015	Registered