

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		04/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Apogem Capital LLC, as Successor Agent		
Street Address:	227 West Monroe Street		
Internal Address:	suite 5400		
City:	chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3705876	C	
Registration Number:	3664531	SOLERA	
Registration Number:	2666548	ZGUARD	
Registration Number:	3534761	ZSPACE	
Registration Number:	3719933	INSTAGUARD	
Registration Number:	3640990	ADJUSTAGUARD	
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:	3125778513		
Email:	gabriela.garcia@katten.com		
Correspondent Name:	Gabriela Garcia c/o Katten Muchin		
Address Line 1:	525 W. Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Gabriela Garcia		
SIGNATURE:	/Gabriela Garcia/		
DATE SIGNED:	05/11/2022		

CH \$165.00 3705876

Total Attachments: 6

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**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENTS**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS** (this “**Assignment**”), dated as of April 1, 2022, is by **MADISON CAPITAL FUNDING LLC** (individually, “**MCF**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **APOGEM CAPITAL LLC** (individually, “**Apogem**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, **ENGLISH MANUFACTURING, INC.**, and **BRASS SMITH INNOVATIONS, LLC**, each as “**Grantor**”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer and Sub-Agent Appointment Agreement by and between MCF, as the Retiring Agent, and Apogem, as the Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

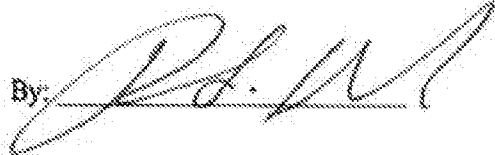
(Remainder of page left intentionally blank; signatures follow.)

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

MADISON CAPITAL FUNDING LLC

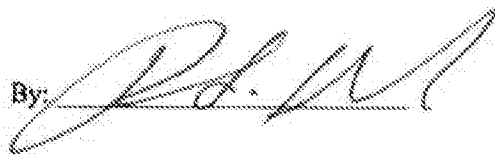
By: Apogem Capital LLC, its manager

By: 

Name: Patrick D. Koehl
Title: Director

SUCCESSOR AGENT:

APOGEM CAPITAL LLC

By: 

Name: Patrick D. Koehl
Title: Director

EXHIBIT A

Trademark Security Agreement dated as of March 11, 2016 and filed with the United States Patent and Trademark Office on March 11, 2016 at Reel 5760, Frame 0092.

Patent Security Agreement dated as of March 11, 2016 and filed with the United States Patent and Trademark Office on March 11, 2016 at Reel 037959, Frame 0893.

Trademark Security Agreement dated as of June 30, 2017 and filed with the United States Patent and Trademark Office on June 30, 2017 at Reel 6095, Frame 0851.

Patent Security Agreement dated as of June 30, 2017 and filed with the United States Patent and Trademark Office on June 30, 2017 at Reel 042873, Frame 0216.

EXHIBIT B

Trademarks

Trademark Registrations:

Owner Information	Mark	Country File No.	Status	Serial No Filing Date	Reg. No. Reg. Date
Brass Smith Innovations, LLC	C & DESIGN 	United States of America	Registered	77252147	3705876
		81950-733513		Aug 10, 2007	Nov 3, 2009
Brass Smith Innovations, LLC	SOLERA	United States of America 81950-743933	Registered	77427125 Mar 20, 2008	3664531 Aug 4, 2009
Brass Smith Innovations, LLC	ZGUARD	United States of America 81950-727786	Registered	78065021 May 22, 2001	2666548 Dec 24, 2002
Brass Smith Innovations, LLC	ZSPACE	United States of America 81950-727558	Registered	77162296 Apr 20, 2007	3534761 Nov 18, 2008

Owner Information	Mark	Application No.	Application Date	Registration No.	Registration Date
English Manufacturing, Inc.	INSTAGUARD	77669508	2/12/09	3719933	12/1/09
English Manufacturing, Inc.	ADJUSTAGUARD	77503374	6/19/08	3640990	6/16/09

Patents

Patent Registrations/Applications

Owner Information	Title	Patent Number or Publication Number	Patent Application Number
Brass Smith Innovations, LLC	Food service equipment and systems		13920915
Brass Smith Innovations, LLC	Food shield	N/A	12687039
Brass Smith Innovations, LLC	Component food service counter systems and methods	N/A	11759831
Brass Smith Innovations, LLC	Adjustable food shield	8,585,160	13848843
Brass Smith Innovations, LLC	Adjustable food shield	8,403,430	13022387
Brass Smith Innovations, LLC	Article support system for poles	7,261,263	10930334
Brass Smith Innovations, LLC	Sneeze guards and methods for their construction and use	6,588,863	09580310
Brass Smith Innovations, LLC	Food warming device and methods for its manufacture	7,067,773	10438740
Brass Smith Innovations, LLC	Food warmer	D495,194	29181803
Brass Smith Innovations, LLC	Adjustable food shield with detents		14/621,154
Brass Smith Innovations, LLC	Support column for a food shield		29/517,922

Owner Information	Title	Patent Number or Publication Number	Patent Application Number
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Owner Information	Title	Patent Number or Publication Number	Patent Application Number
English Manufacturing, Inc.	Sneeze Guard Bracket	U.S. Pat. No. D649,865	Application No. 29/384,669
English Manufacturing, Inc.	Adjustment Apparatus For Sneeze Guard	U.S. Pat. No. 8,109,579	Application No. 12/197,271
English Manufacturing, Inc.	Sneeze Guard With Shelf	U.S. Pat. No. D497,739	Application No. 29/186,954
English Manufacturing, Inc.	Sneeze Guard	U.S. Pat. No. D472,083 (expired)	Application No. 29/167,158
English Manufacturing, Inc.	Adjustably Positionable Sneeze Guard	U.S. Pat. No. D575,560	Application No. 29/296,884
English Manufacturing, Inc.	Mounting Fixture and Method for Using Same	U.S. Pat. No. 8,925,172	Application No. 14/173,766
English Manufacturing, Inc.	Mounting Fixture and Method for Using Same	U.S. Pat. No. 9,291,188	Application No. 14/589,675