

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAPE CASE, LLC		05/31/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	790 North Water Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5939986	SURFACE HERO	
Registration Number:	5928651	GRIP HERO	
Registration Number:	5262051	EZ LABEL	
Registration Number:	4758739	TAPECASE	
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>			
Email:	andrew.dupree@quarles.com		
Correspondent Name:	Andrew Dupree		
Address Line 1:	411 East Wisconsin Avenue, Suite 2400		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Andrew Dupree		
SIGNATURE:	/Andrew Dupree/		
DATE SIGNED:	07/08/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented, or modified from time to time pursuant to the terms hereof, this "Agreement"), dated as of May 31, 2022, is made by TAPE CASE, LLC, an Illinois limited liability company (the "Grantor"), with its principal place of business and mailing address at W129 N10825 Washington Drive, Germantown, Wisconsin 53022, in favor of BMO HARRIS BANK N.A. (the "Bank" or the "Secured Party"), with its mailing address at 790 North Water Street, Milwaukee, Wisconsin 53202, and its successors and assigns.

PRELIMINARY STATEMENTS

A. Ellsworth Corporation, a Wisconsin corporation (the "Borrower"), and the Bank are parties to an Amended and Restated Credit Agreement dated as of March 31, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Bank has agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrower as set forth therein.

B. As a condition to the continued extension of credit to the Borrower under the Credit Agreement, the Bank has required, among other things, that the Grantor grant the Secured Party a lien on and security interest in the personal property of the Grantor pursuant to a Security Agreement of even date herewith by and between the Grantor and the Secured Party (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement").

C. Capitalized terms used herein without definition are used as defined in the Credit Agreement and the Security Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and to induce the Bank to enter into the Credit Agreement and to induce the Bank to make extensions of credit to the Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** The Grantor hereby grants to the Secured Party and its successors and assigns a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its trademarks, trademark applications and trademark registrations, including, without limitation, each trademark and trademark registration listed on Schedule A hereto, all renewals and extensions of the foregoing; and any other trademark whether now owned or existing or hereafter acquired, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an "intent to use" application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark application and trademark registration; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by the Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations as set out in and defined in the Security Agreement.

2. Terms of Security Agreement Incorporated by Reference. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark 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 of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks, trademark applications and trademark registrations subject to a security interest hereunder.

4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

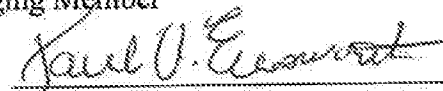
5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Wisconsin.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

TAPE CASE, LLC

By: ELLSWORTH CORPORATION, its
Managing Member

By: 

Name: Paul R. Ellsworth

Title: Chief Executive Officer

Accepted and agreed to as of the date and year first above.

BMO HARRIS BANK N.A.

By: 
Name: David Doran
Title: Senior Vice President

SCHEDULE A

Trademark	Reg. No.	Reg. Date	Class and Goods
SURFACE HERO	5939986	Dec. 17, 2019	Cl 24: Surface protection material, namely, unfitted fabric sheeting with adhesive backing for protecting surfaces
GRIP HERO	5928651	Dec. 3, 2019	Cl 7: Grip tape for power tools, namely, drills, saws, sanders, and routers. Cl 8: Grip tape for hand tools, namely, hammers, wrenches, screw drivers, handsaws, and pliers Cl 28: Grip tape for baseball bats, tennis rackets, racquetball rackets, golf clubs, and hockey sticks.
EZ LABEL	5262051	Aug. 8, 2017	Cl 16: Shipping labels Cl 17: Adhesive tape for industrial and commercial use; Adhesive tape for industrial or commercial packing use; Adhesive tape for sealing cartons for industrial or commercial use; Adhesive packing tape for industrial or commercial use
TAPECASE	4758739	Jun. 23, 2015	Cl 17: Adhesive anti-slip tape for flooring applications; Adhesive packing tape for industrial or commercial use; Adhesive tape for industrial and commercial use; Adhesive tape for industrial or commercial packing use; Adhesive tape for sealing cartons for industrial or commercial use; Anti-slip tape for placement on top of existing stair treads to prevent slipping; Duct tape; Electrical insulating tape; Electrical insulating tapes; Electrical tape; Glass fiber electrical insulating tape; Insulating tapes; Insulation tape for use on pipes and other air conditioning, refrigeration, heating, and ventilation equipment; Masking tape