

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741797

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zhongli North America, Inc.		07/15/2022	Corporation: MICHIGAN
Stern Rubber Company		07/15/2022	Corporation: MINNESOTA
Zhongli Corporation, Inc		07/15/2022	Corporation: DELAWARE
Zhongli Holdings, LLC		07/15/2022	Limited Liability Company: MICHIGAN
Zhongli, LLC		07/15/2022	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1300 East Ninth Street
Internal Address:	Floor 18
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3923281	ZHONGLI CORPORATION
Registration Number:	3923278	ZHONGLI
Registration Number:	3923280	ZLC
Registration Number:	3923279	

CORRESPONDENCE DATA

Fax Number:

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: 3132233518
 Email: nlevine@dickinsonwright.com
 Correspondent Name: Rebecca Papi
 Address Line 1: 200 Ottawa Ave. N.W.
 Address Line 2: Suite 1000
 Address Line 4: Grand Rapids, MICHIGAN 49503

TRADEMARK

REEL: 007792 FRAME: 0948

900707473

CH \$115.00 3923281

ATTORNEY DOCKET NUMBER:	7-7825
NAME OF SUBMITTER:	Rebecca Papi
SIGNATURE:	/Rebecca Papi/
DATE SIGNED:	07/18/2022

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”) is entered into as of July 15, 2022 by and among Zhongli North America, Inc., a Michigan corporation (“Zhongli NA”), Stern Rubber Company, a Minnesota corporation (“Stern”), Zhongli Corporation, Inc., a Delaware corporation (“Zhongli”), Zhongli Holdings, LLC, a Michigan limited liability company (“Holdings”), Zhongli, LLC, a Michigan limited liability company (“Zhongli, LLC”) (Zhongli NA, Stern, Zhongli, Holdings and Zhongli, LLC each a “Grantor”, and collectively, the “Grantors”), and JPMORGAN CHASE BANK, N.A., (the “Lender”).

RECITALS

A. The Grantors and the Lendere Agent have entered into a Credit Agreement dated as of July 15, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

B. In connection with the Credit Agreement, the Grantors are entering into that certain Pledge and Security Agreement dated as of July 15, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) with the Lender. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned, and granted to the Lender, a first-priority security interest in substantially all of the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired Patents, patent applications, patent licenses, Trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Credit Agreement).

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Lender, this Agreement.

AGREEMENT

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, each Grantor hereby grants to the Lender, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto and any trademark issued pursuant to a trademark application referred to in Schedule 1 (items 1 through 2 being herein collectively referred to as the “Trademark Collateral”);

- (3) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith; and
- (4) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto and any patent issued pursuant to a patent application (items 3 through 4 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

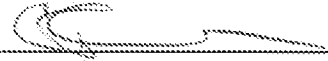
This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of Michigan, but giving effect to federal laws applicable to national banks.

[Signature pages follow]

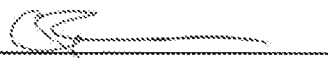
IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

GRANTORS:

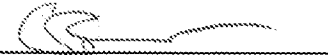
ZHONGLI NORTH AMERICA, INC.

By: 
Name: Chatan Bhavsar
Title: Director of Finance


STERN RUBBER COMPANY

By: 
Name: Chatan Bhavsar
Title: Director of Finance

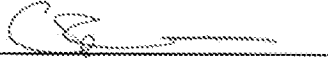
ZHONGLI CORPORATION, INC.

By: 
Name: Chatan Bhavsar
Title: Director of Finance

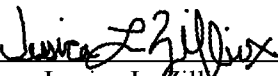
ZHONGLI HOLDINGS, LLC

By: 
Name: Chatan Bhavsar
Title: Director of Finance

ZHONGLI, LLC

By: 
Name: Chatan Bhavsar
Title: Director of Finance


JPMORGAN CHASE BANK, N.A.,

By:  _____
Name: Jessica L. Zilliox
Title: Authorized Officer

SCHEDULE 1

Trademark Applications, Trademarks, and Trademark Licenses

TRADEMARKS

Owner	Mark	Trademark Registration Number	Date of Application	Date of Registration
Zhongli Corporation, Inc.	"ZHONGLI CORPORATION"	3,923,281	February 16, 2010	February 22, 2011
Zhongli Corporation, Inc.	"ZHONGLI"	3,923,278	February 16, 2010	February 22, 2011
Zhongli Corporation, Inc.	"ZLC"	3,923,280	February 16, 2010	February 22, 2011
Zhongli Corporation, Inc.	" 	3,923,279	February 16, 2010	February 22, 2011

SCHEDULE 2

Patent Applications, Patents, and Patent Licenses

PATENT APPLICATIONS

None.