

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777537

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900730432		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dee Zee, Inc.		10/14/2022	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	90 S. 7th Street		
Internal Address:	12th Floor		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3067722	DEE ZEE	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	DUNCAN POIRIER		
Address Line 1:	200 PUBLIC SQUARE		
Address Line 2:	SUITE 2300		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	71015-2		
NAME OF SUBMITTER:	Duncan Poirier		
SIGNATURE:	/Duncan Poirier/		
DATE SIGNED:	12/30/2022		
Total Attachments: 14			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “Agreement”), dated as of October 27, 2022, is made by and between DEE ZEE, INC., an Iowa corporation (the “Company”), and WELLS FARGO BANK, NATIONAL ASSOCIATION (“Wells Fargo”).

Recitals

A. Company, certain Affiliates of Company and Wells Fargo are parties to a Credit Agreement (as amended, supplemented or restated from time to time, the “Credit Agreement”) dated as of the date hereof, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of the Borrowers (as defined in the Credit Agreement).

B. As a condition to extending credit to or for the account of the Borrowers, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents (as defined in the Credit Agreement) and herein, the parties hereby agree as follows:

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

“Patents” means all of Company’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.

“PTO” means the United States Patent and Trademark Office.

“Secured Obligations” means the Obligations owing to Secured Party.

“Secured Party” means Wells Fargo Bank, National Association, individually, and whether as Lender, the issuer or confirming bank with respect to any Letter of Credit, provider of Bank Products or otherwise and in its capacity as agent for any affiliate of Wells Fargo Bank, National Association that is at any time owed any Bank Product Obligations, which affiliates shall be deemed hereby to have appointed Wells Fargo Bank, National Association as agent for purposes of the security interests granted hereunder.

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

“Trademarks” means all of Company’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, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and collaterally assigns to, and grants Wells Fargo (for itself as Lender and for each other Secured Party) 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 Secured Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

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

(a) **Existence; Authority**. Company is a corporation duly formed and validly existing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents**. Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have 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, Company 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 (each a "Patent Status Change" and collectively, the "Patent Status Changes"), then Company shall within 60 days after having knowledge of a Patent Status Change provide written notice to Wells Fargo together with a replacement Exhibit A reflecting all Patent Status Changes, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks**. Exhibit B accurately lists all Trademarks owned or controlled by Company 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 Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company'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 (each a "Trademark Status Change" and collectively, the "Trademark Status Changes"), then Company shall within 60 days after having knowledge of a Trademark Status Change provide written notice to Wells Fargo together with a replacement Exhibit B reflecting all Trademark Status Changes, which upon acceptance by Wells Fargo 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 Company, 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 Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of

such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

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

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

(g) **Defense.** Company 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 Permitted Liens.

(h) **Maintenance.** Company 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. Company covenants that, except as otherwise provided in the Credit Agreement, 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 Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo 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) **Wells Fargo's Right to Take Action.** If Company 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 Wells Fargo gives Company 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 Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo 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 Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo 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, Company shall pay Wells Fargo on demand the amount of all moneys expended and all out-of-pocket costs and expenses (including reasonable attorneys' fees and

disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company 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 Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, during the existence 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. Company 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 Credit Agreement as provided therein and the payment and performance of all Secured Obligations.

(j) **Recording of Agreement.** Company expressly acknowledges and agrees that Wells Fargo may record this Agreement with the PTO. In addition, Company hereby acknowledges and agrees that Wells Fargo may refile or re-record this Agreement with the PTO in connection with any modifications or updates to Exhibits A and B.

4. Company's Use of the Patents and Trademarks. Company 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 is continuing.

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 Credit Agreement, shall occur; or (b) Company 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 and during the continuance of an Event of Default, Wells Fargo may, at its option, take any or all of the following actions, to the extent not prohibited by applicable Law:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement and the other Loan Documents.

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

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

7. Miscellaneous. This Agreement is one of the Loan Documents (as defined in the Credit Agreement). This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo; provided that, upon payment in full of the Secured Obligations, Wells Fargo shall execute and deliver to Company, at Company's expense, appropriate terminations and/or releases. A waiver signed by Wells Fargo 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 Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo'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 Company or Wells Fargo under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company 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, except as may be provided otherwise in the Credit Agreement. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and permitted assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo 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 Company 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 Iowa without regard to its conflicts of law provisions and the federal Laws applicable to the Patents and the Trademarks. 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 Secured Obligations.

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

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

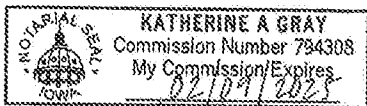
DEE ZEE, INC.

By: Kelli Ann Gallagher
Name: Kelli Ann Gallagher
Title: President

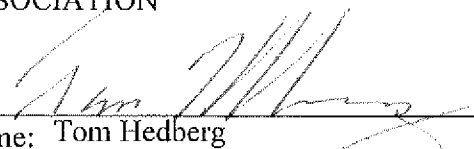
STATE OF IOWA)
)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me this 14th day of October, 2022, by Kelli Ann Gallagher, the President of DEE ZEE, INC., an Iowa corporation, on behalf of the company.

Katherine A. Gray
Notary Public

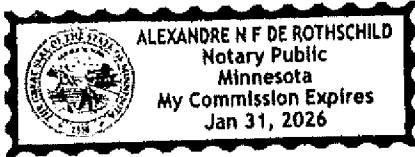


WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Tom Hedberg
Title: Authorized Signatory

STATE OF Minnesota)
COUNTY OF Hennipin)

The foregoing instrument was acknowledged before me this 17 day of October,
2022, by Thomas Hedberg, an Authorized Signatory of Wells Fargo Bank, National Association, on
behalf of the national association.



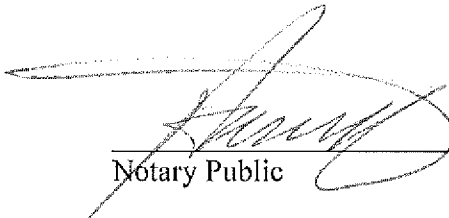

Notary Public

EXHIBIT A

UNITED STATES ISSUED PATENTS

Owner	Description	Patent No.	Patent Issue Date	Granting Jurisdiction	Status
Dee Zee, Inc.	a.k.a.- Paddock Box Locking Mechanisms and Toolboxes Including Locking Mechanisms	9,797,167 B2 (Active)	10/24/2017	United States	Active
Dee Zee, Inc.	Lid Assemblies for Storage Containers Including Vibration Damping Substrates	10,479,285 (Active)	11/19/2019	United States	Active
Dee Zee, Inc.	Adjustable Vehicle Side Step Assemblies	10,688,933 (Active)	06/26/2020	United States	Active
Dee Zee, Inc.	Cap Assemblies For Truck Bed Sidewalls Including Adaptor	10,875,585 (Active)	12/29/2020	United States	Active
Dee Zee, Inc.	Trunk Hook	10,940,805 (Active)	3/9/2021	United States	Active
Dee Zee, Inc.	Cargo Indexing Bar	10,800,465 (Active)	10/13/2020	United States	Active
Dee Zee, Inc.	Adjustable vehicle side	US10981511B2	2021-04-20	United States	Active

	step assemblies				
Dee Zee, Inc.	Roof rack assemblies and securing mechanisms for roof rack assemblies	US10124738B2	2018-11-13	United States	Active but Intending to Abandon
Dee Zee, Inc.	Storage containers and methods of shipping	US10793078B2	10/06/2020	United States	Active
Dee Zee, Inc.	Adaptable truck bed storage systems	US11459038B2	2022-10-04	United States	Active

UNITED STATES PATENT APPLICATIONS

Owner	Description	Application Number	Application Date	Publication Number	Granting Jurisdiction
Dee Zee, Inc.	a.k.a.- 2pc Extrusion ADJUSTABLE VEHICLE SIDE STEP ASSEMBLIES FORMED BY MULTI-PIECE BODIES	17/392,784	8/03/2021	Not yet published	United States
Dee Zee, Inc.	a.k.a.- Hybrid RB	63/239,098 17/897,522	8/31/2021 08/29/2022	Not yet published	United States
Dee Zee, Inc.	a.k.a.- Hinge Covers VEHICLE DOOR HINGE COVER FOR FIXED HINGE PART	63/242,881 17/942,255	9/10/2021 09/12/2022	Not yet published	United States

Dee Zee, Inc.	Vehicle Door Hinge Cover For Fixed Hinge Part	29/813574	10/29/2021	Not yet published	United States
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FOREIGN ISSUED PATENTS

Owner	Description	Patent No.	Patent Issue Date	Granting Jurisdiction	Status
Dee Zee, Inc.	Lid Assemblies for Storage Containers Including Vibration Damping Substrates	JP 7088946 B2 (Active)	11/19/2019	Japan	Active
Dee Zee, Inc.	Lid Assemblies for Storage Containers Including Vibration Damping Substrates	ZL201780066939.X (Active)	11/19/2019	China	Active
Dee Zee, Inc.	Roof rack assemblies and securing mechanisms for roof rack assemblies	EP3065975A1	2014-11-05	Europe	Abandoned
Dee Zee, Inc.	Vehicle hooks	EP3755580B1	2021-12-15	Europe	Active but Intending to Abandon

FOREIGN PATENT APPLICATIONS

Owner	Description	Application Number	Application Date	Publication Number	Granting Jurisdiction
Dee Zee, Inc.	Adjustable Vehicle Side Step Assemblies	18800015.2	04/29/2020 Published: 09/02/2020	EP3700781A1	Europe

Dee Zee, Inc.	Adjustable Vehicle Side Step Assemblies	2020-523335	04/24/2020 Published: 01/14/2021	JP2021501084A	Japan
Dee Zee, Inc.	Adjustable Vehicle Side Step Assemblies	201880076441.6	10/25/2018 Published: 07/14/2020	CN111417541A	China
Dee Zee, Inc.	Adjustable Vehicle Side Step Assemblies	10-2020-7015016	05/26/2020 Published: 06/25/2020	KR20200074991A	Korea
Dee Zee, Inc.	Cap Assemblies For Truck Bed Sidewalls Including Adaptor Assemblies	2020-523251	04/24/2020 Published: 01/14/2021	JP2021501084A	Japan
Dee Zee, Inc.	Cap Assemblies For Truck Bed Sidewalls Including Adaptor Assemblies	201880069348.2	10/26/2018 Published: 06/16/2020	CN111295303A	China
Dee Zee, Inc.	Cap Assemblies For Truck Bed Sidewalls Including Adaptor Assemblies	10-2020-7015005	05/26/2020 Published: 06/23/2020	KR20200073274A	Korea
Dee Zee Inc.	Cap Assemblies For Truck Bed Sidewalls Including Adaptor Assemblies	18801165.4	10/26/2018 Published: 09/02/2020	EP3700766	Europe (Abandoned)
Dee Zee, Inc.	Vehicle Hook	201980014091.5	02/19/2019 Published: 10/13/2020	CN111770857A	China
Dee Zee Inc.	Adaptable Truck Bed Storage Systems	19709232.3	02/19/2019 Published 12/30/2020	EP3755577A1	Europe (Abandoned)
Dee Zee Inc.	Storage container and transporting method	201611151883.1	10/31/2016	CN106882457A	China

			Published 06/23/2017		(Abandoned)
Dee Zee Inc.	Adaptable Truck Bed Storage System	201980014060.X	08/19/2020 Published 10/02/2020	CN111741870A	China
Dee Zee Inc.	Lid Assemblies for Storage Containers Including Vibration Damping Substrates	17804338.6	10/26/2017 Published 09/04/2019	EP3532401	Europe (Abandoned)
Dee Zee, Inc.	Lid assemblies for storage containers including vibration damping substrates	10-2019-7015177	05/27/2019 Published: 06/26/2019	KR20190073497A	Korea
Dee Zee, Inc.	Adaptive truck bed storage system	10-2020-7027073	09/18/2020 Published: 10/29/2020	KR20200123456A	Korea (Abandoned)
Dee Zee, Inc.	Vehicle hook	10-2020-7027077	09/18/2020 Published: 10/22/2020	KR20200120955A	Korea (Abandoned)
Dee Zee, Inc.	Roof rack assemblies and securing mechanisms for roof rack assemblies	2016-7014557	06/23/2016 Published: 08/24/2016	KR20160100936A	Korea (Abandoned)
Dee Zee, Inc.	Adaptable Truck Bed Storage Systems	2020-566531	08/19/2020 Published: 06/10/2021	JP2021514330A	Japan (Abandoned)
Dee Zee, Inc.	Vehicle Hooks	2020-566532	08/19/2020 Published: 06/10/2021	JP2021-514331A	Japan (Abandoned)

Dee Zee, Inc.	Roof Rack Assemblies and Securing Mechanisms for Roof Rack Assemblies	201480072087.1	07/03/2016 Published:	CN106132776A	China (Abandoned)
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EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
DEE ZEE	3067722	November 11, 2004

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.