

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800382

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DWM HOLDINGS, INC.		03/03/2023	Corporation: MICHIGAN
UNITED LIGHTING STANDARDS, INC.		03/03/2023	Corporation: MICHIGAN
GENERAL STRUCTURES, INC		03/03/2023	Corporation: MICHIGAN
LYTE POLES INCORPORATED		03/03/2023	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	4000 Town Center
Internal Address:	Suite 1260
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48075
Entity Type:	National Banking Association: MICHIGAN

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5259242	C.O.R.E.
Registration Number:	5282424	P V
Registration Number:	5282421	POLE VAULT

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: 3132233009
Email: nlevine@dickinsonwright.com
Correspondent Name: Rachel Wolock
Address Line 1: 500 Woodward Ave.
Address Line 2: Suite 4000
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	27108-19
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TRADEMARK

REEL: 008033 FRAME: 0030

900763259

CH \$90.00 5259242

NAME OF SUBMITTER:	Rachel Wolock
SIGNATURE:	/Rachel Wolock/
DATE SIGNED:	04/04/2023
Total Attachments: 8 source=007-Intellectual Property Security Agreement#page1.tif source=007-Intellectual Property Security Agreement#page2.tif source=007-Intellectual Property Security Agreement#page3.tif source=007-Intellectual Property Security Agreement#page4.tif source=007-Intellectual Property Security Agreement#page5.tif source=007-Intellectual Property Security Agreement#page6.tif source=007-Intellectual Property Security Agreement#page7.tif source=007-Intellectual Property Security Agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of March 3, 2023, is made by DWM HOLDINGS, INC., a Michigan corporation (“DWM”), UNITED LIGHTING STANDARDS, INC., a Michigan corporation (“United”), GENERAL STRUCTURES, INC, a Michigan corporation (“GSI”), and LYTE POLES INCORPORATED, a Michigan corporation (“Lyte”, and together with DWM, United, and GSI, each a “Grantor” and collectively the “Grantors”), in favor of KeyBank National Association, a national banking association (“Lender”).

Borrowers (as defined below) and Lender have entered into a Loan Agreement dated on or about the date of this IP Security Agreement (as amended, restated, supplemented, or modified from time to time, the “Loan Agreement”). “Borrowers” means DWM, United, GSI, Lyte, and each other Person who joins the Loan Agreement as a borrower from time to time.

As a condition precedent to Lender making loans and providing other financial accommodations to Borrowers under the Loan Agreement, each Grantor executed and delivered to Lender a Security Agreement dated on or about the date of this IP Security Agreement (as each may be amended, restated, supplemented or modified from time to time, each a “Security Agreement” and collectively the “Security Agreements”).

Under the terms of the Security Agreements, the Grantors have granted to the Lender a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities including but not limited to, with respect to individual patents, registered trademarks and registered copyrights, and applications for the foregoing, recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Grant of Security. To secure the Obligations (as defined in the Loan Agreement), each Grantor hereby grants to the Lender a security interest in all of such Grantor’s right, title and interest in and to the following (collectively, the “IP Collateral”):

1.1 The patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof (collectively, the “Patents”).

1.2 The trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof (collectively, the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

1.3 All copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including but not limited to the copyright registrations, applications and exclusive copyright licenses set forth in Schedule 3 hereto, and all extensions and renewals thereof (collectively, the “Copyrights”).

1.4 All rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

1.5 Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing.

1.6 Any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. New or Newly Identified IP Assets. If any Grantor (i) becomes aware of any existing IP Assets (as defined below) of which any Grantor has not previously informed Lender, (ii) obtains rights to any other IP Assets, or (iii) becomes entitled to the benefit of any IP Assets which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement shall automatically apply thereto, such IP Assets shall automatically be deemed IP Collateral hereunder, and such Grantor must give to Lender prompt written notice thereof. Each Grantor hereby authorizes Lender to modify this IP Security Agreement by amending Schedules 1, 2, and 3, as applicable, to include any such IP Assets, and to request the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials (domestic or foreign) to record and register or re-record or re-register this IP Security Agreement. Upon Lender’s request, each Grantor agrees to execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Lender’s interest in all IP Assets added to Schedules 1, 2, and 3 pursuant to this Section. “IP Assets” means any (i) patent or patent application of any Grantor and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof; (ii) trademark registration or application of any Grantor together with the goodwill symbolized thereby and all extensions and renewals thereof (excluding, however, any United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications); (iii) copyright, whether registered or unregistered, of any Grantor and all extensions and renewals thereof; (iv) rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (v) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (vi) claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement,

dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreements, which are hereby incorporated by reference. The provisions of the Security Agreements shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreements, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

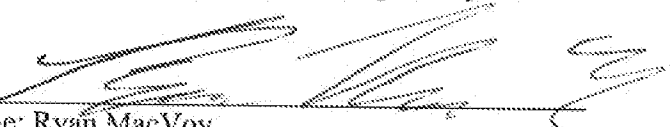
6. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of Michigan, without regard to the conflict of laws principles thereof.

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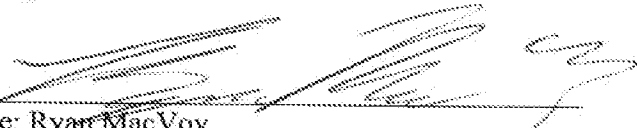
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

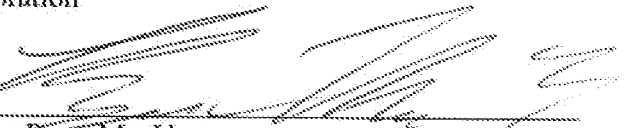
DWM HOLDINGS, INC., a Michigan corporation

By: 
Name: Ryan MacVoy
Title: President


UNITED LIGHTING STANDARDS, INC., a Michigan corporation

By: 
Name: Ryan MacVoy
Title: President

GENERAL STRUCTURES, INC., a Michigan corporation

By: 
Name: Ryan MacVoy
Title: President

LYTE POLES INCORPORATED, a Michigan corporation

By: 
Name: Ryan MacVoy
Title: President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 008033 FRAME: 0035

AGREED TO AND ACCEPTED:

LENDER:

KEYBANK NATIONAL ASSOCIATION

By: _____

Name: Paul Whalen

Title: Vice President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 008033 FRAME: 0036

SCHEDULE 1

PATENTS

A. Patent Applications

None.

B. Patents

None.


SCHEDULE 2

TRADEMARKS

A. Trademark Applications

None.

B. Trademark Registrations

<u>Trademark Name</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
C.O.R.E.	C.O.R.E.	5259242	Aug. 08, 2017
PV		5282424	Sep. 05, 2017
POLE VAULT	Pole Vault	5282421	Sep. 05, 2017

SCHEDULE 3
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None.