# CH \$40.00 558823

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM819987

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Abrasive-Form, LLC		06/21/2023	Limited Liability Company: ILLINOIS	

# **RECEIVING PARTY DATA**

Name:	First Business Specialty Finance, LLC		
Street Address:	401 Charmany Drive		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53719		
Entity Type:	Limited Liability Company: WISCONSIN		

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5588233	ADVANCED AUTOMOTIVE GRINDING

#### CORRESPONDENCE DATA

**Fax Number:** 4142735198

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:** 4142733500

Email: bgilpin@gklaw.com
Correspondent Name: Brian G. Gilpin

Address Line 1: 833 East Michigan Street, Suite 1800

Address Line 2: Godfrey & Kahn, S.C.

Address Line 4: Milwaukee, WISCONSIN 53202-5615

ATTORNEY DOCKET NUMBER:	057401-0247	
NAME OF SUBMITTER:	Brian G. Gilpin	
SIGNATURE:	/brian g. gilpin/	
DATE SIGNED:	06/27/2023	

#### **Total Attachments: 5**

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#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of June 21, 2023, is made by ABRASIVE-FORM, LLC, an Illinois limited liability corporation (the "<u>Debtor</u>"), in favor of FIRST BUSINESS SPECIALTY FINANCE, LLC, a Wisconsin limited liability company (, the "<u>Lender</u>").

# $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Debtor, Advanced Grinding Solutions Corp, ("AGS"), certain other direct and indirect subsidiaries of AGS (collectively, the "Borrowers", and the Lender, the Lender has agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS, pursuant to the Loan Agreement, the Debtor is required to execute and deliver to the Lender this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of all of Debtor's Obligations, and as a contemporaneous exchange for value, Debtor hereby grants, pledges, hypothecates and assigns to Lender and each Bank Affiliate a lien and security interest in all of the Debtor's right, title and interest in, to and under all of the Debtor's service marks, trademarks and trade names ("Trademarks"), including without limitation, those U.S. Trademark registrations and applications referred to on Schedule I hereto, excluding any intent-to-use U.S. trademark application for which an amendment to allege use or statement of use has not been filed and accepted by the U.S. Patent and Trademark Office and that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a lien thereon (collectively, the "Trademark Collateral").
- 3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan 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 Agreement and the Loan Agreement, the Loan Agreement shall control. This Agreement shall constitute a Collateral Agreement (as defined in the Loan Agreement).
- 4. <u>SUCCESSORS AND ASSIGNS</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>GOVERNING LAW</u>. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Wisconsin. This Agreement shall be subject to the provisions

TRADEMARK REEL: 008111 FRAME: 0575 regarding venue and jury trial waiver, set forth Section 9.11(E) and Section 19 of the Loan Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

6. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or other electronic transmission (including "PDF") shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DEBTOR**:

ABRASIVE-FORM, LLC

By: Advanced Grinding Solutions Corp., its sole

Member

Name: Kyle Sharrer

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 008111 FRAME: 0577

LENDER:

FIRST BUSINESS SPECIALTY FINANCE, LLC

Name:

Title:

**REEL: 008111 FRAME: 0578** 

# SCHEDULE I TRADEMARK REGISTRATIONS

MARK	COUNTRY/ STATE	SERIAL NO. / REG. NO.	STATUS	OWNER
ADVANCED AUTOMOTIVE GRINDING	US	5588233	Registered	Abrasive-Form, LLC

**RECORDED: 06/27/2023** 

TRADEMARK
REEL: 008111 FRAME: 0579