

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E.R WAGNER MANUFACTURING COMPANY		06/30/2023	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	MIDCAP BUSINESS CREDIT LLC		
Street Address:	433 South Main Street		
City:	W. Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06110		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2608783	E R WAGNER	
Registration Number:	1587435	WAGNER	
Registration Number:	1714595	AMERICASTER	
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>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2044565 TM		
NAME OF SUBMITTER:	Janet Wamsley		
SIGNATURE:	/Janet Wamsley/		
DATE SIGNED:	07/03/2023		
Total Attachments: 8			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of June 30, 2023, is entered into by and between **E.R. WAGNER MANUFACTURING COMPANY**, a Wisconsin corporation (the "Grantor") and **MIDCAP BUSINESS CREDIT LLC** (the "Assignee"), as Lender pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among, the Assignee and the Grantor (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Copyrights, Patents, and Trademarks set forth on Schedules A-C respectively, hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Loan Agreement, as applicable. In addition, the following terms have the meanings set forth below:

"Copyrights" means (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed on Schedule A hereto), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) the right to obtain all renewals thereof, and (iii) all claims for damages by reason of past, present and future infringements of the Copyrights and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

"Patents" means all of the following included in the Collateral: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues, reexaminations and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule B, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule B, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule C hereto, and (ii) the right to obtain all renewals thereof.

2. Grant of Security Interest.

(a) Subject to the terms and conditions of the Loan Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Loan Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor's right, title and interest in, to and under the Copyrights, Patents, and Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Obligations.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Copyrights existing as of the date hereof. Schedule B hereto contains a true and accurate list of all of Grantor's United States Patents existing as of the date hereof. Schedule C hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Loan Agreement. In the event that any of the provisions of this Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

3. Modifications.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon written notice to and written consent (including consent by e-mail) by Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of any schedule hereto, to add any right, title or interest in any Copyright, Patent, or Trademark owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Copyright, Patent or Trademark in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Copyright, Patent or Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Loan Agreement.

4. Recordation.

Grantor authorizes the United States Copyright Offices, the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Assignee.

5. Applicable Law.

THE LAWS OF THE STATE OF NEW YORK SHALL EXCLUSIVELY (WITHOUT REGARD TO RULES OR PRINCIPLES RELATING TO CONFLICTS OF LAWS) GOVERN THE CONSTRUCTION OF THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO.

6. Counterparts and Signatures.

This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party hereto had signed on the same signature page. Any

signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signature thereto and may be attached to another part of this Agreement identical in form hereto and having attached to it one or more additional signature pages. This Agreement may be transmitted by facsimile machine or by electronic mail in portable document format ("pdf") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect hereof.

7. Successors and Assigns.

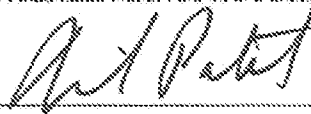
This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

E.R. WAGNER MANUFACTURING COMPANY

By: 

Name: Nish Patel

Title: Chief Financial Officer and
Authorized Officer

ASSIGNEE:

MIDCAP BUSINESS CREDIT LLC

By: 

Name: Steven A. Sarason

Title: President

Schedule A to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered Copyrights

<u>Registration Number</u>	<u>Title</u>	<u>Registration Date</u>
TX0001835991	Inqlog.	1986-06-02
TX0002025535	Wagner S.R.P.	1986-07-21

Schedule B to INTELLECTUAL PROPERTY SECURITY AGREEMENT
Registrations of Patent and Patent Applications

<u>Title</u>	<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Hinge	United States	E.R. Wagner	07/040881	April 21, 1987	4964193	October 23, 1990
Reduced cost head restraint support tube to improve system function	United States	E.R. Wagner	10/025440	December 18, 2001	6641219	November 4, 2003
Hinge mechanism for a vehicle hood	United States	E.R. Wagner	13/755281	January 31, 2013	9016773	April 28, 2015
Adjustable height caster	United States	E.R. Wagner	29/172146	December 6, 2002	D486382	February 10, 2002

Schedule C to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Owner</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
E R Wagner	United States	Live	E.R. Wagner	76110324	August 16, 2000	2,608,783	August 20, 2002
Wagner	United States	Live	E.R. Wagner	73811227	June 30, 1989	1,587,435	March 20, 1990
Americaster	United States	Live	E.R. Wagner	74140734	February 20, 1991	1,714,595	September 8, 1992

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