

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318435

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Curtis Dyna-Fog, Ltd. f/k/a Curtis Acquisition Corp.		09/02/2014	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	M&T Bank
<b>Street Address:</b>	795 E. Lancaster Avenue
<b>City:</b>	Villanova
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19085
<b>Entity Type:</b>	Chartered Bank and Trust Company: NEW YORK

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3572193	AIRE-MATE
Registration Number:	1815325	SCORE
Registration Number:	1759474	CURTIS DYNA-FOG
Registration Number:	1974296	NIGHTSTAR
Registration Number:	1171983	CURTIS
Registration Number:	1075386	DYNA-FOG
Registration Number:	0570130	DYNA-FOG
Registration Number:	0678377	DYNA-JET
Registration Number:	2055272	KIDSEATS
Registration Number:	2029392	MIDWEST SEWING

## CORRESPONDENCE DATA

Fax Number: 2156653165

*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: 215-665-3217

Email: joseph.aceto@obermayer.com

Correspondent Name: Joseph F. Aceto Ph.D., Esq.

Address Line 1: 1617 JFK Blvd.

Address Line 2: 19th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	OBY94 M&T BANK
<b>NAME OF SUBMITTER:</b>	Joseph F. Aceto
<b>SIGNATURE:</b>	/Joseph F. Aceto/
<b>DATE SIGNED:</b>	09/30/2014

**Total Attachments: 8**

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## COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS (this "Agreement"), dated as of September 19, 2014, is made between Curtis Dyna-Fog, Ltd. f/k/a Curtis Acquisition Corp., a Delaware corporation ("Pledgor") with an office at 135 Region South Drive, Jackson, Georgia 30233 in favor of M&T Bank with an office at 795 E. Lancaster Avenue, Villanova, Pennsylvania 19085 ("Pledgee").

WHEREAS, Pledgor is successor by merger to Curtis Dyna-Fog, Ltd., an Indiana corporation ("Curtis-Indiana"), and Midwest Sewing, Inc. ("Midwest"), in each case effective July 24, 2014;

WHEREAS, Curtis-Indiana and Midwest, respectively, filed various applications for registration of trademarks identified on Exhibit A hereto ("Trademarks");

WHEREAS, in furtherance of the terms of the Loan Agreement and the Security Agreement, each by and between Pledgor and Pledgee and each dated of even date herewith, Pledgor and Pledgee wish to enter into this Agreement.

NOW THEREFORE, for valuable consideration received and to be received, and as security for the full payment and performance of the Obligations, as such term defined in the Loan Agreement) arising from the Loan Agreement, and to induce Pledgee to make and continue to make loans and advances to the Pledgor under the Loan Agreement, Pledgor hereby grants to Pledgee a first lien and priority security interest in:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in any State of the United States and any foreign countries and localities;
- (c) all trade names, trademarks and trademark registrations hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (d) all extensions, renewals and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;
- (e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
- (f) all packaging, labeling, trade names, service marks, logos and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;
- (g) all licenses and other agreements under which Pledgor is licensor, but only to the extent that the grant of a security interest therein would not be prohibited by or be a breach of terms

thereof, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and

(h) all goodwill of Pledgor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND Pledgor hereby covenants with Pledgee as follows:

1. Pledgor's Obligations. Pledgor agrees that, notwithstanding this Agreement, it will perform and discharge and remain liable for all of its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Pledgee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Agreement or any payment received by Pledgee relating to the Collateral, nor shall Pledgee be required to perform any covenant, duty, or obligation of Pledgor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representation and Warranties. Pledgor represents and warrants to Pledgee that:

(a) Pledgor is the owner of the Collateral, and no adverse claims have been made with respect to its title to or the validity of the Collateral;

(b) the Trademarks are the only trademarks, trademark registrations, trademark applications and trade names in which Pledgor have all right, title and interest;

(c) none of the Collateral is subject to any prior mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by Pledgor as licensor), except for Pledgee's interests granted hereunder and under the Security Agreement; and

(d) when this Agreement is filed in the United States Patent and Trademark Office (the "Trademark Office") and the Pledgee has taken the other actions contemplated in this Agreement, if, and to the extent that a security interest may be perfected in such Collateral under applicable law this Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Pledgee enforceable against Pledgor and all third parties, subject to no other prior mortgage, lien, charge, encumbrance, or security or other interest.

3. Covenants. Pledgor will maintain the Collateral, defend the Collateral against the claims of all persons, and will maintain and renew all registrations of the Collateral; notwithstanding the foregoing, Pledgor will not be required to maintain, renew or defend any Collateral which, in Pledgor's reasonable judgment, no longer has any material economic value. Pledgor will maintain at least the same standards of quality (which Pledgee has reviewed) for the goods and services in connection with which the trademarks are used as Pledgor maintained for such goods and services prior to entering into this Agreement. Pledgee shall have the right to enter upon Pledgor's premises

to monitor such quality standards. Without limiting the generality of the foregoing, and so long as any Trademark or Future Trademark, in Pledgor's reasonable judgment, has material economic value, Pledgor shall not permit the expiration, termination or abandonment of such Trademark or Future Trademark without the prior written consent of Pledgee. If, before the Obligations have been satisfied in full and the Loan Document have been terminated, Pledgor shall be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and Pledgor shall give Pledgee prompt notice thereof in writing.

4. Use Prior to Default. Effective until Pledgee's exercise of its rights and remedies upon an Event of Default under and as defined in the Loan Agreement (an "Event of Default"), Pledgor shall be entitled to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Loan Agreements and this Agreement.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Pledgee shall have all the rights and remedies granted to it in such event by the Loan Agreement, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Pledgee. Pledgee in such event may collect directly any payments due to Pledgor in respect of the collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement. Pledgor agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. In the event Pledgor fail or refuse to execute and deliver such documents, Pledgor hereby irrevocably appoints Pledgee as its attorney-in-fact, with power of substitution, to execute, deliver and record any such documents on Pledgor's behalf as provided in the Loan Agreement. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Pledgor may sell any merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Pledgee to the contrary. The preceding sentence shall not limit any right or remedy granted to Pledgee with respect to Pledgor's inventory under the Loan Agreement or any other agreement now or hereinafter in effect.

6. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

7. Amendments and Waivers. This Agreement may not be modified, supplemented or amended, or any of its provisions waived except in a writing signed by Pledgor and Pledgee. Pledgor hereby authorize Pledgee to modify this Agreement by amending Exhibit A hereto to include any Future Trademarks.

8. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall

operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Pledgee of any breach or default by Pledgor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

9. Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Pledgor without the prior written consent of Pledgee; and, provided further, that Pledgee may assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

10. Future Acts. Until the Obligations shall have been paid in full, Pledgor shall have the duty to make applications on material unregistered, but registerable as trademarks, Collateral owned by Pledgor in any location where Pledgor does business, to prosecute such applications diligently, and to preserve and maintain all rights in the material Trademarks and the other material Collateral, except to the extent Pledgor reasonably determine that such trademarks do not have any material economic value. Any expenses incurred in connection with such applications and other actions shall be borne by Pledgor. Pledgor shall not abandon any right to file a trademark application or registration for any trademark, or abandon any such pending trademark application or registration, without the consent of Pledgee, except to the extent that Pledgor reasonably determine that the trademark covered by such application or registration has no material economic value.

11. Enforcement. Upon Pledgor's failure to do so after Pledgee's demand, or upon the occurrence and during the continuance of an Event of Default, Pledgee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Future Trademarks and any license thereunder, having material economic value to the Pledgee, in which event Pledgor shall at the request of Pledgee do any and all lawful acts and execute any and all proper documents required by Pledgee in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify Pledgee or its agents for all costs and expenses incurred by Pledgee in the exercise of its rights under this Section 11.

12. Release. At such time as Pledgor shall completely satisfy all of the non-contingent Obligations, and the Loan Agreement have been terminated, other than upon enforcement of Pledgee's remedies under the Loan Agreement after an Event of Default, Pledgee will, at Pledgor's sole cost and expense, execute and deliver to Pledgor a release or other instrument as may be necessary or proper to release Pledgor's lien in the collateral, subject to any dispositions thereof which may have been made by Pledgee pursuant hereto and as may be necessary to record such release with the U.S. Patents and Trademarks Office, or equivalent authority.

13. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

14. Notices. All notices, requests and demands to or upon Pledgor or Pledgee under this Agreement shall be given in the manner prescribed by the Financing Agreements.

15. Governing Law. This Agreement shall be governed by and construed, applied and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the Commonwealth of Pennsylvania, except that no doctrine of choice of law shall be used to apply the laws of any other State or jurisdiction. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the Commonwealth of Pennsylvania, Philadelphia County, or in the United States District Court for the Eastern District of Pennsylvania, whichever Pledgee may elect (except that Pledgee shall have the right to bring any action or proceeding against any Pledgor or its property in the courts of any other jurisdiction which Pledgee deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against any Pledgor or its property). PLEDGOR AND PLEDGEE EACH WAIVES THE RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND ANY RIGHT EITHER MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, LACK OF PERSONAL JURISDICTION, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

16. Counterparts, etc. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

17. Supplement. This Agreement is a supplement to, and is hereby incorporated into, the Loan Agreement and made a part thereof.

18. Interpretation. To the extent that any covenants set forth in Section 3 hereto, or representations or warranties set forth in Section 2 hereto are in direct conflict with the terms of any covenants, representations or warranties contained in the Financing Agreements, the terms of this Agreement shall control. To the extent any other provisions of this Agreement are in direct conflict with the terms of any other provisions of the Financing Agreements, the terms of the Loan Agreement shall control.

19. Acknowledgement and Restatement.

(a) Pledgor hereby acknowledges, confirms and agrees that Pledgor is indebted to Pledgee in respect of any obligations, liabilities or indebtedness for loans, advances and letter of credit accommodations to Pledgee under the Loan Agreement and the Security Agreement, together with all interest accrued and accruing thereon, and all fees, costs, expenses and other charges relating thereto, all of which are unconditionally owing by Pledgor to Pledgee without offset, defense, or


counterclaim of any kind, nature or description whatsoever. Pledgor hereby ratifies, assents, adopts and agrees to pay all of the Obligations arising before, on or after the date hereof.

(b) Pledgor hereby acknowledges, confirms and agrees that Pledgee has and shall continue to have a valid, enforceable and perfected first priority security interests in and liens upon all of the Collateral heretofore granted to Pledgee pursuant to the Security Agreement to secure all of the Obligations subject only to liens permitted under the Loan Agreement.

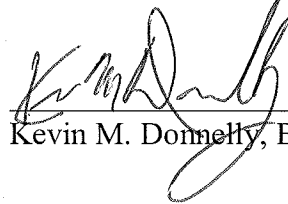
(c) Pledgor hereby acknowledges, confirms and agrees that: (i) the Security Agreement has been duly executed and delivered by Pledgor and is in full force and effect as of the date hereof; (ii) the agreements and obligations of Pledgor contained in the Security Agreement constitute legal, valid and binding obligations of Pledgor enforceable against it in accordance with the terms thereof, and Pledgor have no valid defense, offset or counterclaim to the enforcement of such obligations; and (iii) Pledgee is entitled to all of the rights, remedies and benefits provided for in the Security Agreement.

IN WITNESS WHEREOF, the undersigned hereto, intending to create an instrument under seal, have duly executed this Agreement the day and year aforesaid and have affixed their respective seals or have adopted as their own the seals typed next to their respective signatures with the intent to be legally bound hereby as of the day and year first above written.

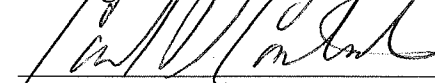
Attest/Witness:

  
Title: Dominick S. Liberi

**M&T BANK**

  
Kevin M. Donnelly, Banking Officer

**CURTIS DYNA-FOG, LTD.,**  
as Assignor

  
Carl D. Contadini, President



STATE OF Connecticut :  
COUNTY OF New Haven : SS Waterbury

On this 2nd day of ~~August~~ <sup>September</sup> 2014, before me, a Notary Public in and for the State and County aforesaid, personally appeared Carl D. Contadini, who acknowledged himself to be President of Curtis Dyna-Fog, Ltd., a Delaware corporation (the "Company"), and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as such President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]  
NOTARY PUBLIC

My Commission expires: 5-31-18

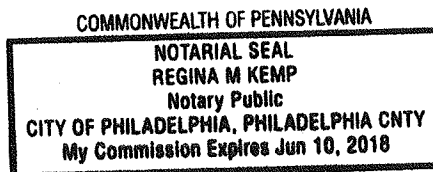
STATE OF Pennsylvania :  
COUNTY OF Philadelphia : SS

On this 17th day of ~~August~~ <sup>September</sup> 2014, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kevin Donnelly, who acknowledged himself to be a Banking Officer for M&T Bank and as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself as such President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]  
NOTARY PUBLIC

My Commission expires:



**Schedule A to Trademark Assignment**

**TRADEMARKS REGISTERED WITH  
THE UNITED STATES PATENT AND TRADEMARK OFFICE**

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>JURIS.</u>	<u>OWNER</u>	<u>STATUS</u>
AIRE-MATE	3572193	2/10/2009	US	Curtis Dyna-Fog, Ltd.	Active
SCORE	1815325	1/4/1994	US	Curtis Dyna-Fog, Ltd.	Active
CURTIS DYNA-FOG	1759474	3/23/1993	US	Curtis Dyna-Fog Ltd.	Active
NIGHTSTAR	1974296	5/14/1996	US	Curtis Dyna-Fog Ltd.	Active
CURTIS	1171983	10/6/1981	US	Curtis Dyna-Fog Ltd.	Active
DYNA-FOG	1075386	10/18/1977	US	Curtis Dyna-Fog Ltd	Active
<b><i>DYNA-FOG</i></b>	0570130	2/10/1953	US	Curtis Dyna-Fog, Ltd.	Active
DYNA-JET	0678377	5/12/1959	US	Curtis Dyna-Fog Ltd.	Active
KIDSEATS	2055272	4/22/1997	US	Midwest Sewing, Inc.	Active
MIDWEST SEWING	2029392	1/7/1997	US	Midwest Sewing, Inc.	Active