

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BTM Company LLC		06/29/2015	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Alostar Bank of Commerce		
Street Address:	3630 Peachtree Road, N.E.		
Internal Address:	Suite 1050		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Bank: ALABAMA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1027759	BTM	
Registration Number:	1324075	TOG-L-LOC	
Registration Number:	1442743	BTM	
Registration Number:	4392553	MULTICLINCH	
Registration Number:	4511653	BTM	
Registration Number:	4569084	LANCE-N-LOC	
Registration Number:	4511926	OVAL-LOC	
Serial Number:	86176349	GEO-CLINCH	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		

OP \$215.00 1027759

ATTORNEY DOCKET NUMBER:	F157285
NAME OF SUBMITTER:	James Won
SIGNATURE:	/James Won/
DATE SIGNED:	07/27/2015

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of June 29, 2015, is made by and between **BTM COMPANY LLC**, a Michigan limited liability company having a business location at 300 Davis Road, Marysville, Michigan 48040 (the "Company"), and **ALOSTAR BANK OF COMMERCE**, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama ("Lender") having a business location at 3630 Peachtree Road, N.E., Suite 1050, Atlanta, Georgia 30326.

Recitals:

Company and Lender are parties to a Loan and Security Agreement (together with all schedules, exhibits and supplements thereto and all amendments, restatements and modifications thereof, the "Loan Agreement") dated of even date herewith, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Company and the other Borrowers.

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

Statement of Agreement:

NOW, THEREFORE, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan 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.

"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 assigns to, and grants Lender 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 Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in 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 organized, validly existing and in good standing under the laws of its state of incorporation, 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, then Company shall within 60 days provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender 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, then Company shall promptly provide written notice to Lender with a replacement Exhibit B, which upon acceptance by Lender 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 Lender of such item(s) and cause such Affiliate to execute and deliver to Lender 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 Loan Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender'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 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 Lender: (i) sufficient written notice, of at least 30 days, to allow Lender 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) **Lender'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 Lender 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 Lender that it intends to abandon a Patent or Trademark, Lender 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 Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender 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 Lender on demand the amount of all moneys expended and all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6.

(k) **Power of Attorney.** To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Lender, 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 Lender, after 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 Loan Agreement as provided therein and the payment and performance of all Obligations.

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 Loan 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 of an Event of Default and at any time thereafter, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

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

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

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender 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 Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender'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 under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender 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. This Agreement shall be binding upon and inure to the benefit of Company and Lender and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Lender, and Company waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender 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 the State of Georgia without regard to conflicts of law provisions. 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

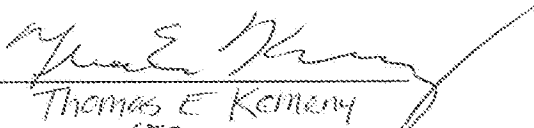
Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

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

[SIGNATURE PAGE TO FOLLOW]

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

BTM COMPANY LLC

By: 
Name: Thomas E Kernen
Title: CEO

ALOSTAR BANK OF COMMERCE

By: _____
Name:
Title:

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

BTM COMPANY LLC

By: _____
Name:
Title:

ALOSTAR BANK OF COMMERCE


By:  _____
Name: *Brian Long*
Title: *V.P.*

EXHIBIT A
~~SECRET~~

Country	Title	Application No./ Application Date	Publication No./ Publication Date	Patent No./ Patent Date
France	Sealed Power Clamp	915550 11-Sep-1991	Not Published	915550 11-Sep-1991
European Patent Convention	Fastening Apparatus	963016522 11-Mar-1996	0744231 27-Nov-1996	0744231 19-Dec-2001
United Kingdom	Fastening Apparatus	963016522 11-Mar-1996	0744231 27-Nov-1996	0744231 19-Dec-2001
United States of America	Powered Clamp And Gauging Apparatus Tri- Lock	08/550536 30-Oct-1995	Not Published	5884903 23-Mar-1999
United States of America	Universal Gripper	08/781638 10-Jan-1997	Not Published	5853211 29-Dec-1998
United States of America	Locking Pin Clamp	09/426623 26-Oct-1999	Not Published	6378855 30-Apr-2002
United States of America	Conservatory (Towne Design -- Narrow)	29/130538 26-Sep-2000	Not Published	D442698 22-May-2001
United States of America	Conservatory (Countryside Design -- Narrow)	29/131416 26-Sep-2000	Not Published	D445510 24-Jul-2001
United States of America	Conservatory (Towne Design -- Broad)	29/130046 26-Sep-2000	Not Published	D443071 29-May-2001
United States of America	Conservatory (Countryside Design -- Broad)	29/130040 26-Sep-2000	Not Published	D443070 29-May-2001
United States of America	Tool Assembly Employing A Flexible Retainer	10/219775 15-Aug-2002	2004-0032069 19-Feb-2004	6785959 07-Sep-2004
United States of America	Tool Assembly Employing A Flexible Retainer	10/933935 03-Sep-2004	2005-0034291 17-Feb-2005	7003861 28-Feb-2006
European Patent Convention	Tool Assembly Employing A Flexible Retainer	032548133 31-Jul-2003	1389499 18-Feb-2004	1389499 18-Sep-2013
Germany	Tool Assembly Employing A Flexible Retainer	032548133 31-Jul-2003	1389499 18-Feb-2004	603449379 18-Sep-2013
Italy	Tool Assembly Employing A Flexible Retainer	032548133 31-Jul-2003	1389499 18-Feb-2004	1389499 18-Sep-2013
Japan	Die Blade Retaining System And Die Assembly	2003280554 28-Jul-2003	2004074280 11-Mar-2004	4543406 09-Jul-2010
Sweden	Tool Assembly Employing A Flexible Retainer	032548133 31-Jul-2003	1389499 18-Feb-2004	1389499 18-Sep-2013

Country	Title	Application No./ Application Date	Publication No./ Publication Date	Patent No./ Patent Date
United Kingdom	Tool Assembly Employing A Flexible Retainer	032548133 31-Jul-2003	1389499 18-Feb-2004	1389499 18-Sep-2013
United States of America	Sealed Pin Locating And Clamping Apparatus	10/646517 21-Aug-2003	2005-0040578 24-Feb-2005	6902159 07-Jun-2005
United States of America	Sealed Locking Pin Locator Clamp	10/935700 07-Sep-2004	2006-0049565 09-Mar-2006	7029000 18-Apr-2008
United States of America	Sheet Fastening Apparatus And Method	11/072837 04-Mar-2005	2006-0196034 07-Sep-2006	7694399 13-Apr-2010
United States of America	Rotating Head Pin Clamp	11/243083 04-Oct-2005	2007-0075472 05-Apr-2007	7370856 13-May-2008
United States of America	Button Shape for Clinch Joint	29/238921 22-Sep-2005	Not Published	D557128 11-Dec-2007
United States of America	Clinching Tool	12/390658 23-Feb-2009	2010-0212131 26-Aug-2010	8650730 18-Feb-2014
United States of America	Pin Clamp	12/790077 28-May-2010	2011-0291341 01-Dec-2011	8459626 11-Jun-2013
United States of America	Pierce Nut Insertion Tool	13/308583 01-Dec-2011	2012-0137496 07-Jun-2012	8881364 11-Nov-2014
United States of America	Method Of Using A Pierce Nut Insertion Tool	14/514757 15-Oct-2014	2015-0026950 29-Jan-2015	TBD
European Patent Convention	Pierce Nut Insertion Tool	111917860 02-Dec-2011	2460619 06-Jun-2012	TBD
United States of America	Clinch Clamp	13/296297 15-Nov-2011	2012-0117773 17-May-2012	TBD
European Patent Convention	Clinch Clamp	111894515 16-Nov-2011	2452761 16-May-2012	2452761 21-May-2014
Germany	Clinch Clamp	111894515 16-Nov-2011	2452761 16-May-2012	6020110071742 21-May-2014
Sweden	Clinch Clamp	111894515 16-Nov-2011	2452761 16-May-2012	2452761 21-May-2014
United States of America	Rivet Machine	13/162974 17-Jun-2011	2012-0317766 20-Dec-2012	8769788 08-Jul-2014
United States of America	Die For Rivet Machine	13/162986 17-Jun-2011	2012-0317767 20-Dec-2012	8769789 08-Jul-2014
United States of America	Rivet Guide Head	13/167856 24-Jun-2011	2012-0324690 27-Dec-2012	8869365 28-Oct-2014

Country	Title	Application No./ Application Date	Publication No./ Publication Date	Patent No./ Patent Date
United States of America	Clamp Mounting System	13/654147 17-Oct-2012	2014-0103591 17-Apr-2014	TBD
United States of America	Clinching Punch And Apparatus	14/217870 18-Mar-2014	Not Published	TBD
European Patent Convention	Clinching Punch And Apparatus	151587094 11-Mar-2015	Not Published	TBD
United States of America	Apparatus For Joining Sheets of Material	08/189,580 31-Jan-1994	Not Published	5,479,687 02-Jan-1996 (Expired)
United States of America	Apparatus for Joining Sheets of Material	08/549,437 27-Oct-1995	Not Published	5,709,019 20-Jan-1998 (Expired)
United States of America	Die And Punch For Forming A Joint And Method Of Making The Die	08/687,352 25-July-1996	Not Published	5,727,302 17-Mar-1998 (Expired)
United States of America	Die for Forming a Joint	09/039,947 16-Mar-1998	Not Published	6,092,270 25-Jul-2000 (Expired)
United States of America	Device for Securing Tools	08/743,333 04-Nov-1996	Not Published	5,860,315 19-Jan-1999 (Expired)
United States of America	Interacting And Extending Pin Clamps	91/735,338 10-Dec-2012	Not Published	(Abandoned)

0218-500119

EXHIBIT B

Trademark	Country	Registration # (if registered)	Registration Date
BTM (Stylized)	United States of America	1027759	23-Dec-1975
BTM (Stylized)	Australia	672329	03-Dec-1996
BTM	Canada	TMA324206	27-Feb-1987
BTM	France	1323804	19-Sep-1985
BTM	Germany	395177251	13-Mar-1996
BTM	Japan	2003989	20-Nov-1987
BTM	Republic of Korea	0133778	19-Nov-1986
BTM	Taiwan	800674	16-Apr-1998
BTM	United Kingdom	1541885	10-Nov-1995
TOG-L-LOC	United States of America	1324075	12-Mar-1985
TOG-L-LOC	Australia	655450	21-Aug-1996
TOG-L-LOC	Benelux	424370	16-Jun-1987
TOG-L-LOC	Canada	TMA321621	12-Dec-1986
TOG-L-LOC	China	11858968	21-May-2014
TOG-L-LOC	France	1314594	01-Jul-1985
TOG-L-LOC	Germany	1070105	08-Nov-1984
TOG-L-LOC	Italy	0001211890	05-May-1987
TOG-L-LOC	Japan	1892713	29-Sep-1986
TOG-L-LOC	Mexico	300859	12-Jul-1984
TOG-L-LOC	United Kingdom	1211760	26-Sep-1986
BTM	United States of America	1442743	16-Jun-1987
MULTICLINCH	United States of America	4392553	27-Aug-2013
MULTICLINCH	European Community	008732919	02-Jun-2010
BTM	United States of America	4511653	08-Apr-2014
BTM	European Community	011232055	16-Apr-2013
BTM	Mexico	1394244	30-Aug-2013
LANCE-N-LOC	United States of America	4569084	15-Jul-2014
LANCE-N-LOC	European Community	011438967	21-May-2013
OVAL-LOC	United States of America	4511926	08-Apr-2014
OVAL-LOC	European Community	011439049	21-May-2013
GEO-CLINCH	United States of America	Serial No.: 86/176,349	Filed: 01-Jan-2014

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