

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROPER GROUP INTERNATIONAL, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PROPER GROUP HOLDINGS, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PROPER TOOLING, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PROPER POLYMERS-ANDERSON, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PROPER POLYMERS-WARREN, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PROPER POLYMERS - PULASKI, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PROPER POLYMERS - GREENVILLE, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PGI MACHINING, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PROPER CANADA, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PROPER LOGISTICS, INC.		10/15/2015	CORPORATION: MICHIGAN
PROPER DIGITAL, LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PME PROFESSIONALS LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
PME CONSULTANTS LLC		10/15/2015	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	28660 NORTHWESTERN HIGHWAY		
City:	SOUTHFIELD		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	NATIONAL BANKING ASSOCIATION: MICHIGAN		
PROPERTY NUMBERS Total: 6			
TRADEMARK			

OP \$165.00 4341492

Property Type	Number	Word Mark
Registration Number:	4341492	TOOLSTATS
Registration Number:	4337618	PROPER TOOLING ADVANCED ENGINEERING SUPE
Registration Number:	4371022	PROPER POLYMERS ADVANCED ENGINEERING · S
Registration Number:	4352779	PROPER GROUP INTERNATIONAL ADVANCED ENGI
Registration Number:	3189738	COMMITTED TO YOUR SUCCESS
Serial Number:	86367009	PROPER LOGISTICS ADVANCED ENGINEERING SU

CORRESPONDENCE DATA

Fax Number: 7346231625
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: 313-223-3098
Email: nzemgulis@dickinsonwright.com
Correspondent Name: M. KATHERINE VANDERVEEN
Address Line 1: 500 WOODWARD AVE.
Address Line 2: SUITE 4000
Address Line 4: DETROIT, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	7-4627
NAME OF SUBMITTER:	M. KATHERINE VANDERVEEN
SIGNATURE:	/M. KATHERINE VANDERVEEN/
DATE SIGNED:	10/21/2015

Total Attachments: 6
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of October 15, 2015 by and among Proper Group International, LLC, a Michigan limited liability company (the "Borrower"), Proper Group Holdings, LLC, a Michigan limited liability company, Proper Tooling, LLC, a Michigan limited liability company, Proper Polymers-Anderson, LLC, a Michigan limited liability company, Proper Polymers-Warren, LLC, a Michigan limited liability company, Proper Polymers-Pulaski, LLC, a Michigan limited liability company, Proper Polymers-Greenville, LLC, a Michigan limited liability company, PGI Machining, LLC, a Michigan limited liability company, Proper Canada, LLC, a Michigan limited liability company, Proper Logistics, Inc., a Michigan corporation, Proper Digital, LLC, a Michigan limited liability company, PME Professionals LLC, a Michigan limited liability company, and PME Consultants LLC, a Michigan limited liability company (each of the foregoing, including the Borrower, a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., a national banking association, in its capacity as administrative agent (the "Administrative Agent") under the Security Agreement referred to below.

Recitals

A. The Borrower, each other Grantor, the Administrative Agent and the other parties from time to time party thereto entered into a Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors entered into that certain Pledge and Security Agreement dated as of the date hereof (as amended or modified from time to time, the "Security Agreement"; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.) with the Administrative Agent.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned, and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a first-priority security interest (subject to Permitted Liens (as defined in the Credit Agreement)) in substantially all of the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired Patents, patent applications, patent licenses, Trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as defined in the Credit Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application, and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

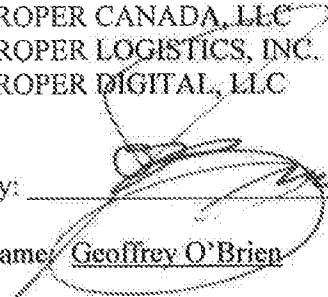
This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

GRANTORS:

PROPER GROUP INTERNATIONAL, LLC
PROPER GROUP HOLDINGS, LLC
PROPER TOOLING, LLC
PROPER POLYMERS-ANDERSON, LLC
PROPER POLYMERS-WARREN, LLC
PROPER POLYMERS - PULASKI, LLC
PROPER POLYMERS - GREENVILLE, LLC
PGI MACHINING, LLC
PROPER CANADA, LLC
PROPER LOGISTICS, INC.
PROPER DIGITAL, LLC

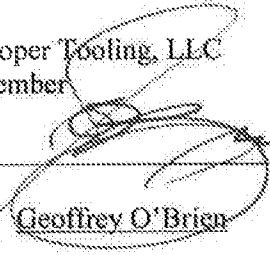
By: 

Name: Geoffrey O'Brien

Title: President

PME PROFESSIONALS LLC
PME CONSULTANTS LLC

By: Proper Tooling, LLC
Its: Member

By: 

Name: Geoffrey O'Brien

Title: President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: William C. Goodhue

Name: William C. Goodhue
Senior Vice President

Title: _____

*Signature Page to Patent &
Trademark Security Agreement*

TRADEMARK
REEL: 005649 FRAME: 0546

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Name of Grantor	Trademark	Registration Date	Registration Number
Proper Group International Corporation	TOOLSTATS	May 28, 2013	4341492
Proper Group International Corporation	PROPER TOOLING ADVANCED ENGINEERING SUPERIOR TECHNOLOGY	May 21, 2013	4337618
Proper Group International Corporation	PROPER POLYMERS ADVANCED ENGINEERING · SUPERIOR TECHNOLOGY	July 23, 2013	4371022
Proper Mold & Engineering, Inc.	PROPER GROUP INTERNATIONAL ADVANCED ENGINEERING SUPERIOR TECHNOLOGY	June 18, 2013	4352779
Proper Mold & Engineering, Inc.	COMMITTED TO YOUR SUCCESS	December 26, 2006	3189738

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Proper Group International Corporation	PROPER LOGISTICS ADVANCED ENGINEERING SUPERIOR TECHNOLOGY	8/14/2014	86367009

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

Name of Grantor	Title	Application Filing Date	Application Serial Number
Proper Group International	SYSTEM AND METHOD FOR AUTOMATED TOOL MANAGEMENT	4/30/2014	14/266,423