

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOVEJOY CURTIS LLC		05/20/2016	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1949131	CURTIS UNIVERSAL	
Registration Number:	1965364	TAKEAPART	
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:	248 645-1483		
Email:	ipdocket@h2law.com		
Correspondent Name:	Jacob P. Woolbright		
Address Line 1:	450 West Fourth Street		
Address Line 4:	Royal Oak, MICHIGAN 48067		
NAME OF SUBMITTER:	Jacob P. Woolbright		
SIGNATURE:	/Jacob P. Woolbright/		
DATE SIGNED:	05/20/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of May 20, 2016, is made by and among LOVEJOY CURTIS LLC, an Illinois limited liability company (the "**Grantor**") in favor of BMO Harris Bank N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (the "**Secured Party**").

WHEREAS, the Grantor, as a borrower, other parties thereto, and Secured Party, as lender, have entered into a certain First Amended and Restated Credit Agreement bearing even date herewith (the "**Credit Agreement**").

WHEREAS, as a condition precedent to the making of loans and other financial accommodations extended by the Secured Party under the Credit Agreement, Grantor has executed and delivered to the Secured Party that certain First Amended and Restated General Security Agreement bearing even date herewith made by and among the Grantor, other debtor parties thereto, and the Secured Party (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following (the "**IP Collateral**"):

(a) the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

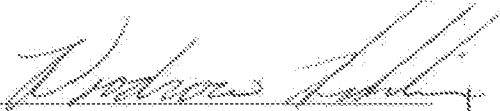
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized in Chicago, Illinois as of the date first above written.

GRANTOR:

LOVEJOY CURTIS LLC

By: 

Name: Woodrow H. Haddix

Title: Manager

Address for Notices:

Lovejoy Curtis LLC

c/o Lovejoy, Inc.

2655 Wisconsin Ave.

Downers Grove, Illinois 60515

Attention: Jim Mueller

Telephone: 630-829-1510

Telecopy: 630-852-8733

AGREED TO AND ACCEPTED:

BMO HARRIS BANK N.A.,
as Secured Party

By: _____

Name: Julie Hughes

Title: Vice President

Address for Notices:

BMO Harris Bank N.A.

111 West Monroe Street

Chicago, Illinois 60603

Attention: Julie Hughes

Telephone: 312-461-7395

Facsimile: 312-461-1507

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GRANTOR:

LOVEJOY CURTIS LLC

By: _____

Name: Woodrow H. Haddix

Title: Manager

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AGREED TO AND ACCEPTED:

BMO HARRIS BANK N.A.,

as Secured Party

By:  _____

Name: Julie Hughes

Title: Vice President

Address for Notices:

BMO Harris Bank N.A.

111 West Monroe Street

Chicago, Illinois 60603

Attention: Julie Hughes

Telephone: 312-461-7395

Facsimile: 312-461-1507

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005800 FRAME: 0209

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Lovejoy Curtis LLC</u> <u>Trademarks</u>						
Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status
United States of America	Curtis Universal and design	74642947	March 6, 1995	U.S. Registration No. 1949131	January 16, 1996	Registered
United States of America	Take Apart	74644350	March 10, 1995	U.S. Registration No. 1965364	April 2, 1996	Registered