

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kieffer Holding Co.		09/14/2016	Corporation: DELAWARE
Kieffer & Co., Inc.		09/14/2016	Corporation: WISCONSIN
Starlite Acquisition, Inc.		09/14/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TCF National Bank		
Street Address:	71 S. Wacker Drive		
Internal Address:	Suite 2110		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2976081	KIEFFER & CO., INC.	
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>			
Email:	rfloren@schiffhardin.com		
Correspondent Name:	Rebecca Floren		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 6600		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Rebecca Floren		
SIGNATURE:	/s/ Rebecca Floren		
DATE SIGNED:	09/14/2016		
Total Attachments: 16			
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PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of September 14, 2016 by Kieffer Holding Co., a Delaware corporation ("Holdings"), Kieffer & Co., Inc., a Wisconsin corporation (the "Company"), Starlite Acquisition, Inc., a Delaware corporation ("Starlite"; the Company and Starlite are referred to herein, collectively, as the "Borrowers" and, individually, as a "Borrower"; Holdings and the Borrowers are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), in favor of TCF National Bank ("Lender").

WITNESSETH:

WHEREAS, Obligors and Lender have entered into that certain Credit Agreement dated as of September 14, 2016 (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and Lender's commitments to make certain loans and advances to Borrowers that Obligors enter into this Agreement;

NOW, THEREFORE, in consideration of the premises, to induce Lender to enter into the Credit Agreement, to induce Lender to make any loan or advance to Borrowers thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Liabilities each Obligor hereby grants to Lender a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) All patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all of such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, internet domain names and trade names including, without limitation, the trademark and service mark registrations and applications listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks");

(v) all of such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of such Obligor's business connected with and symbolized by the Marks.

3. **Restrictions on Future Agreements.** Each Obligor agrees and covenants that until the Liabilities (other than Unasserted Contingent Indemnification Claims) shall have been

satisfied in full and the Credit Agreement shall have been terminated, such Obligor will not, without Lender's prior written consent, take any action or enter into any agreement, including without limitation entering into any license agreement, which is prohibited under this Agreement or any other Financing Agreement, and each Obligor further agrees and covenants that without Lender's prior written consent it will not take any action, or permit any action to be taken by others subject to its control or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Lender under this Agreement. Except as otherwise permitted under the Credit Agreement, to the extent reasonably deemed prudent business conduct as determined in good faith by an Obligor, each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Lender thereto.

4. **Certain Covenants, Representations and Warranties of each Obligor.** Each Obligor covenants, represents and warrants (to the best of such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) the registered Patents, Marks and Copyrights are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not subject to any action or proceeding against an Obligor before any Governmental Authority or any other Person challenging the validity, enforceability or scope of such Obligor's right to register, use or own any Patents, Marks or Copyrights; (ii) except to the extent reasonably deemed prudent business conduct as determined in good faith by an Obligor to permit or allow such action to occur, none of the registered Patents, Marks and Copyrights have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is, to the best of such Obligor's knowledge, valid and enforceable and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of such Obligor's knowledge, no claim has been made in writing to such Obligor that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens, and such Obligor has the valid right to use the Licenses with respect to the Patents, Marks and Copyrights described therein, free and clear of any Liens arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, and (B) Permitted Liens; (vi) the registered Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Obligor has any right, title or interest (excluding Licenses for the use of commercially available software); (vii) such Obligor will use proper statutory notice in connection with its use of its material Patents, Marks and Copyrights in each case, as required by applicable law (except as to any thereof which could not reasonably be expected to have a Material Adverse Effect); and (viii) to the extent reasonably deemed prudent business conduct as determined in good faith by an Obligor, each Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Liabilities (other than Unasserted Contingent Indemnification Obligations) shall have been satisfied in full and the Credit Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give Lender written notice thereof on or prior to the next Quarterly Update Date (as such term is defined in the Security Agreement). Each Obligor hereby authorizes Lender to modify this Agreement by noting any future acquired Patents, Marks or Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of any Obligor or rights of Lender hereunder.

6. **Royalties; Terms.** Each Obligor hereby agrees that the security interest of Lender in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Obligor such smaller geographic location if any as is specified for such Obligor's use in the applicable License) and, without any liability for royalties or other related charges of Lender to such Obligor; provided that no Obligor shall be required to take any action outside of the United States with respect to any such Patent, Mark, Copyright or License. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities (other than Unasserted Contingent Indemnification Obligations) and termination of the Credit Agreement.

7. **[Intentionally Omitted].**

8. **Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities (other than Unasserted Contingent Indemnification Obligations) and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Lender shall, at the request of any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Lender's security interest granted to Lender pursuant to this Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Lender.

9. **Duties of the Obligors.** Except to the extent the same is no longer material to or used or useful in such Obligor's business or to the extent reasonably deemed prudent business conduct as determined in good faith by such Obligor, each Obligor shall have the duty (i) to

prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligor. Except to the extent the same is no longer material to or used or useful in such Obligor's business or to the extent reasonably deemed prudent business conduct as determined in good faith by such Obligor, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application or registered patent, trademark, service mark or copyright without the written consent of Lender.

10. **Lender's Right to Sue.** From and after the occurrence and during the continuance of a Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Lender shall commence any such suit, each Obligor shall, at the reasonable 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, and each Obligor shall reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 10 as required under Section 9.2 of the Credit Agreement.

11. **Waivers.** No course of dealing between any Obligor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Each Obligor shall execute and deliver to Lender, at any time or times hereafter at the request of Lender, all papers (including, without limitation, any as may be deemed necessary or advisable by Lender for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed necessary or advisable by Lender), as Lender may reasonably request, to

create or maintain the validity perfection or priority of and protect Lender's security interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Lender's rights under this Agreement.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.

All of Lender's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Lender as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Lender as necessary or advisable for Lender in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Lender deems in good faith to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. This power of attorney shall be irrevocable until the Liabilities (other than Unasserted Contingent Indemnification Obligations) shall have been satisfied in full and the Credit Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced.

16. Binding Effect; Benefits. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Lender and its respective successors, assigns and nominees.

17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to

this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.


KIEFFER HOLDING CO.

By: 
Name: John Troy
Title: President

KIEFFER & CO., INC.

By: 
Name: John Troy
Title: President

STARLITE ACQUISITION, INC.

By: 
Name: John Troy
Title: Chief Executive Officer

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

TCF NATIONAL BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

KIEFFER HOLDING CO.

By: _____
Name: _____
Title: _____

KIEFFER & CO., INC.

By: _____
Name: _____
Title: _____

STARLITE ACQUISITION, INC.

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

TCF NATIONAL BANK

By: Ed Ryzek
Name: Edward Ryzek
Title: Senior Vice President

Schedule A
Patents and Patent Applications

1. Holdings: None
2. Company
 - a. Canopy Shelter – Patent/Serial No. D435669 – Issued 12/26/00 by USPTO
 - b. Canopy Shelter – Patent/Serial No. D436669 – Issued 1/23/01 by USPTO
 - c. Semi-Octopost Extrusion – Patent/Serial No. US D448,862 S – Issued 10/2/01 by USPTO
 - d. Semi-Octopost Extrusion – Patent/Serial No. US D452,915 S – Issued 1/8/02 by USPTO
 - e. Octopost Extrusion – Patent/Serial No. US D515,222 S – Issued 2/14/06 by USPTO
 - f. Method and Apparatus for Bending LED Light Guides – Serial No. 15/102,203 (Patent Pending from USPTO)
3. Starlite: None

Schedule B
Copyrights

None

Schedule C
Patent and Copyright Licenses

None

Schedule D
Trademarks, Service Marks

1. Holdings: None
2. Company
 - a. Kieffer & Co., Inc. – Registration/Serial No. 2976081 – Issued 5/3/05 by USPTO
3. Starlite: None

Schedule E
Trademarks Licenses

None

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

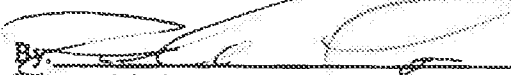
STATE OF)
) SS.
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that Kieffer Holding Co., a Delaware corporation ("Holdings"), Kieffer & Co., Inc., a Wisconsin corporation (the "Company"), Starlite Acquisition, Inc., a Delaware corporation ("Starlite"; the Company and Starlite are referred to herein, collectively, as the "Borrowers" and, individually, as a "Borrower"; Holdings and the Borrowers are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated September 14, 2016 (the "Collateral Agreement") among Obligors and TCF National Bank ("Lender"), each hereby appoints and constitutes Lender its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the Collateral Agreement:


1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents, trademarks, copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to that certain Credit Agreement, dated as of September __, 2016, among the Obligors and the Lender and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Credit Agreement.

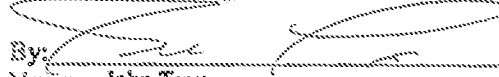
KIEFFER HOLDING CO.

By: 
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STARLITE ACQUISITION, INC.

By: 
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