TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM402695

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S-TEC Corporation		10/14/2016	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A., as Administrative Agent	
Street Address:	111 West Monroe Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	Entity Type: National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4175311	S
Registration Number:	4175292	S-TEC

CORRESPONDENCE DATA

Fax Number: 3128637865

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: 321-201-3865

Email: sharon.patterson@goldbergkohn.com

Sharon Patterson, Paralegal **Correspondent Name:**

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Ste. 3300 Address Line 2:

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.209
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	10/20/2016

Total Attachments: 4

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GRANT OF A SECURITY INTEREST – TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October 14, 2016, by S-TEC Corporation ("Grantor"), in favor of BMO Harris Bank N.A., in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 14, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

Grantor hereby authorizes Grantee to modify this Trademark Security Agreement by amending <u>Schedule A</u> to include any future United States Trademarks of such Grantor that would otherwise constitute Collateral under this Trademark Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule A</u> shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on <u>Schedule A</u>.

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This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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Exhibit D - 2

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

S-TEC CORPORATION

By:

Roger J. Smith, President

SCHEDULE A TO GRANT OF A SECURITY INTEREST - TRADEMARKS

Trademark Registrations and Applications

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
S	85477628	4175311	7/17/12
S-TEC	85477490	4175292	7/17/12

Signature Page to Trademark Security Agreement

RECORDED: 10/20/2016