

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405172

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BRAD FOOTE GEAR WORKS INC.		10/26/2016	Corporation: ILLINOIS

## RECEIVING PARTY DATA

<b>Name:</b>	The PrivateBank and Trust Company
<b>Street Address:</b>	120 South LaSalle Street
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: ILLINOIS

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Serial Number:</b>	77774930	BRAD FOOTE GEAR WORKS
<b>Serial Number:</b>	85567166	BRAD FOOTE GEARING A BROADWIND ENERGY CO

## CORRESPONDENCE DATA

## Fax Number:

*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.*

**Email:** croork@hmblaw.com  
**Correspondent Name:** Ati P Khatri  
**Address Line 1:** 500 W MADISON ST  
**Address Line 2:** STE 3700  
**Address Line 4:** CHICAGO, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Ati P Khatri
<b>SIGNATURE:</b>	/ATI P KHATRI/
<b>DATE SIGNED:</b>	11/11/2016

## Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated October 26<sup>th</sup>, 2016, is made by Brad Foote Gear Works, Inc., an Illinois corporation ("Grantor"), in favor of The PrivateBank and Trust Company, an Illinois banking corporation ("Secured Party").

### RECITALS

A. Secured Party and Grantor have entered into that certain Loan and Security Agreement, dated the date hereof, by and among Secured Party, Grantor and the other Borrowers thereunder (as may be amended from time to time, the "Loan Agreement"), pursuant to which Secured Party has agreed to extend credit to Grantor and the other Borrowers under the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the Obligations.

In consideration of the mutual agreements set forth herein and in the Loan Agreement and the other Loan Documents, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

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

provided, in no event shall the security interest granted hereunder attach to any lease, license, contract, property rights or agreement to which Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or default under, any such lease, license, contract, property rights or agreement or pursuant to rule of law, statute or regulation that prohibits, restricts or requires the consent of a governmental body to the grant of such security interest

therein, other than to the extent that any such term is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision) and, provided further, upon the request of Secured Party, Grantor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of Secured Party (and to Secured Party's enforcement of such security interest) in Secured Party's rights under such lease or license.

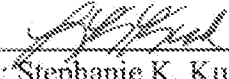
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[Signature Page Follows.]*

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

**GRANTOR:**

BRAD FOOTE GEAR WORKS, INC.

By:  \_\_\_\_\_

Name: Stephanie K. Kushner

Title: Authorized Signatory

Acknowledged as of the date  
first set forth above.

**SECURED PARTY:**

THE PRIVATEBANK AND TRUST COMPANY

By: \_\_\_\_\_

Tom Hunt, Managing

*[Signature Page to Trademark Security Agreement – Brad Foote]*

**TRADEMARK  
REEL: 005918 FRAME: 0547**

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

**GRANTOR:**

BRAD FOOTE GEAR WORKS, INC.

By: \_\_\_\_\_

Name: Stephanie K. Kushner

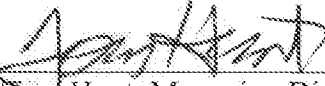
Title: Authorized Signatory

Acknowledged as of the date  
first set forth above.

**SECURED PARTY:**

THE PRIVATEBANK AND TRUST COMPANY

By: \_\_\_\_\_

  
Tom Hunt, Managing Director

SCHEDULE 1

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
BRAD FOOTE GEAR WORKS	77774930	July 6, 2009	7254265	December 4, 2012
Brad Foote Gearing, A Broadwind Energy Company design	85567166	March 12, 2012	4400997	September 10, 2013