

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lake Cable, LLC		11/30/2016	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Wintrust Bank		
Street Address:	231 S. LaSalle Street		
Internal Address:	2nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3590212	AVALANCHE	
Registration Number:	4838590	BETTER. SMARTER. FASTER.	
Registration Number:	4716402	WHEN DELIVERY MATTERS...	
Registration Number:	4979665	CABLEM8	
Registration Number:	4979666	CABLEM8	
Registration Number:	4805373	STEALTH SPECIAL OPS	
CORRESPONDENCE DATA			
Fax Number:	3125802201		
<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:	3125805062		
Email:	DROGERS@THOMPSONCOBURN.COM		
Correspondent Name:	Diona Rogers		
Address Line 1:	55 E. Monroe		
Address Line 2:	37th Floor		
Address Line 4:	CHICAGO, ILLINOIS 60603		
NAME OF SUBMITTER:	Diona E. Rogers		
SIGNATURE:	/Diona E. Rogers/		

OP \$165.00 3590212

DATE SIGNED:	12/01/2016
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Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is executed and delivered as of November 30, 2016, by Lake Cable, LLC, an Illinois limited liability company ("Lake Cable"), LEC II, L.L.C., an Illinois limited liability company ("LEC II"), Cable Company of America LLC, a Florida limited liability company ("CCA"), Doverdel LLC, a Delaware limited liability company ("Doverdel"), Lake Cable of Indiana, LLC, an Indiana limited liability company ("Lake Cable Indiana"), Lake Copper Conductors LLC, an Indiana limited liability company ("Lake Copper"), Lake Marketing LLC, an Illinois limited liability company ("Lake Marketing"), RNK Cable LLC, a Florida limited liability company ("RNK Cable") and LEC Delaware LLC, a Delaware limited liability company ("Holdings") (Lake Cable, LEC II, CCA, Doverdel, Lake Cable, Lake Cable Indiana, Lake Copper, Lake Marketing, RNK Cable and Holdings are each individually a "Loan Party" and collectively, the "Loan Parties"), to Wintrust Bank, a subsidiary of Wintrust Financial Corporation, as administrative agent ("Administrative Agent"), for the benefit of the "Lenders" (as hereinafter defined).

WITNESSETH:

WHEREAS, contemporaneously herewith, Lenders are providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Loan Parties evidenced by, among other documents, (i) that certain Credit Agreement of even date herewith by and among Loan Parties, the other parties thereto, the financial the financial institutions that are or may from time to time become parties hereto (together with their respective successors and assigns, the "Lenders") and Administrative Agent (as amended or restated from time to time, the "Credit Agreement"), (ii) that certain Guaranty and Collateral Agreement of even date herewith executed and delivered by Loan Parties to Administrative Agent for the benefit of all Lenders (as amended or restated from time to time, the "Guaranty and Security Agreement"), and (iii) the other "Loan Documents" (as defined in the Credit Agreement) (the Loan Documents, together with the Credit Agreement, the Guaranty and Security Agreement and any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the foregoing are collectively the "Loan Documents");

WHEREAS, pursuant to the Guaranty and Security Agreement, Loan Parties granted to Administrative Agent a security interest and lien in and to all of Loan Parties' assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lenders are willing to provide the Financial Accommodations to Loan Parties, provided, among other things, Loan Parties execute and deliver this Agreement to Administrative Agent for the benefit of all Lenders.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Loan Parties and Administrative Agent set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Loan Parties covenant unto and agree with Administrative Agent as follows:

1. **Incorporation of Credit Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this

Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Credit Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations, each Loan Party hereby grants and conveys to Administrative Agent, for the benefit of the Lenders, a security interest and lien in and to all of such Loan Party's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether such Loan Party is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D", and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Credit Agreement now or hereafter owned by such Loan Party and now or hereafter covered by such licenses (collectively the "Licenses"); and

E. the goodwill of such Loan Party's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Loan Parties acknowledge and agree that upon the occurrence of an Event of Default, and upon written notice to Loan Parties, the Intellectual Property Collateral shall be immediately conveyed to Administrative Agent without any further action by any party, and Administrative Agent shall have the power to use and/or sell the Intellectual Property Collateral. Loan Parties covenant and agree to execute and deliver to Administrative Agent all agreements, instruments, documents and other written matter that Administrative Agent may request, in form and substance acceptable to Administrative Agent, to perfect and maintain perfected Administrative

Agent's security interests and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

3. **Restrictions on Future Agreements.**

A. Loan Parties agree that until the Obligations shall have been paid and satisfied in full and the Loan Documents have been terminated, Loan Parties will not, without Administrative Agent's prior written consent, enter into any document, instrument or agreement which is inconsistent with Loan Parties' obligations under this Agreement. Loan Parties further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Administrative Agent under this Agreement.

B. Each Loan Party hereby represents and warrants to Administrative Agent that such Loan Party has not granted any license or security interest to any Person other than Administrative Agent in connection with any of the Intellectual Property Collateral. Each Loan Party hereby covenants unto Administrative Agent that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, such Loan Party shall not grant any license or security interest to any third party in connection with the Intellectual Property Collateral without Administrative Agent's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Each Loan Party represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by such Loan Party. If, prior to payment of the Obligations in full, such Loan Party shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto and such Loan Party shall provide Administrative Agent with immediate notice thereof. Loan Parties hereby authorize Administrative Agent to modify this Agreement by amending Exhibits "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Each Loan Party hereby agrees that the use by Administrative Agent of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Administrative Agent to Loan Parties. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Administrative Agent of the Obligations in full and the termination of the Loan Documents.

6. **Administrative Agent's Right to Inspect.** Administrative Agent shall have the right to inspect Loan Parties' premises and to examine Loan Parties' books, records and operations, including, without limitation, Loan Parties' quality control processes. Upon an Event of Default, Loan Parties agree that Administrative Agent shall have the right to establish such additional product quality controls as Administrative Agent, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Loan Parties under the Trademarks, Patents, Copyrights or Licenses. Each Loan Party agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents,

Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products in any way without Administrative Agent's prior written consent.

7. **Nature and Termination of Administrative Agent's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Loan Parties' right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Administrative Agent any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Loan Parties.** Loan Parties shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Loan Parties. Loan Parties shall not abandon any Intellectual Property Collateral, without the consent of Administrative Agent.

9. **Administrative Agent's Right to Sue.** Upon an Event of Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of a Loan Party to enforce the Trademarks, Patents, Copyrights and Licenses. If Administrative Agent shall commence any such suit, Loan Parties shall, at the request of Administrative Agent, do any and all acts and execute any and all instruments, documents and agreements required by Administrative Agent to enforce such Intellectual Property Collateral, and Loan Parties shall promptly, upon demand, reimburse and indemnify Administrative Agent for all costs and expenses incurred by Administrative Agent in the exercise of its rights and remedies under this Paragraph 9.

10. **Waivers.** Administrative Agent's failure at any time or times hereafter to require strict performance by Loan Parties of any provision of this Agreement shall not waive, affect or diminish any right of Lenders thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lenders of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Loan Parties contained in this Agreement and no Event of Default by Loan Parties shall be deemed to have been suspended or waived by Lenders unless such suspension or waiver is in writing signed by officers of Administrative Agent and the Required Lenders and directed to Loan Parties specifying such suspension or waiver.

11. **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.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Credit Agreement.** All of Administrative Agent's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and

may be exercised singularly or concurrently. Each Loan Party hereby authorizes Administrative Agent to make, constitute and appoint any officer or agent of Administrative Agent as such Loan Party's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Administrative Agent of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Loan Party's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Administrative Agent decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Administrative Agent may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Loan Party agrees to indemnify Administrative Agent and all Lenders for any infringement claims or other similar claims filed or asserted against Administrative Agent or any of the Lenders from the use of any of the Intellectual Property Collateral. Loan Parties hereby ratify all actions that attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and all financing arrangements between Loan Parties or any Loan Party and Administrative Agent have been terminated. Loan Parties acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or any of the Lenders under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Loan Parties and their respective successors and assigns, and shall inure to the benefit of Administrative Agent, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Credit Agreement and shall be effective as set forth in the Credit Agreement.

16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

17. **Joint and Several.** All references to "Loan Parties" and "Loan Party" shall mean Lake Cable, LEC II, CCA, Doverdel, Lake Cable Indiana, Lake Copper, Lake Marketing, RNK and Holdings, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Loan Parties shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of Lake Cable, LEC II, CCA, Doverdel, Lake Cable Indiana, Lake Copper, Lake Marketing, RNK Cable and Holdings.

[signature page follows]

IN WITNESS WHEREOF, each Loan Party's duly authorized officer has executed this Agreement as of the date first set forth above.

LAKE CABLE, LLC,
an Illinois limited liability company

By: WRZ
Name: William Runzel, IV
Title: Manager

LEC II, L.L.C.,
an Illinois limited liability company

By: _____
Name: Russell Novak
Title: Manager

CABLE COMPANY OF AMERICA LLC,
a Florida limited liability company

By: WRZ
Name: William Runzel, IV
Title: Manager

Doverdel LLC,
a Delaware limited liability company

By: Lake Marketing LLC
Its: Member

By: WRZ
Name: William Runzel, IV
Title: Manager of Lake Marketing LLC

LAKE CABLE OF INDIANA, LLC,
an Indiana limited liability company

By: WRZ
Name: William Runzel, IV
Title: Manager

LAKE COPPER CONDUCTORS LLC,
an Indiana limited liability company

By: WRZ
Name: William Runzel, IV
Title: Manager

LAKE MARKETING LLC,
an Illinois limited liability company

By: WRZ
Name: William Runzel, IV
Title: Manager

RNK CABLE LLC,
a Florida limited liability company

By: WRZ
Name: William Runzel, IV
Title: Manager

LEC DELAWARE LLC,
a Delaware limited liability company

By: WRZ
Name: William Runzel, IV
Title: Manager

[Acceptance Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, each Loan Party's duly authorized officer has executed this Agreement as of the date first set forth above.

LAKE CABLE, LLC,
an Illinois limited liability company

By: _____
Name: William Runzel, IV
Title: Manager

CABLE COMPANY OF AMERICA LLC,
a Florida limited liability company

By: _____
Name: William Runzel, IV
Title: Manager

LAKE CABLE OF INDIANA, LLC,
an Indiana limited liability company

By: _____
Name: William Runzel, IV
Title: Manager

LAKE MARKETING LLC,
an Illinois limited liability company

By: _____
Name: William Runzel, IV
Title: Manager

LEC DELAWARE LLC,
a Delaware limited liability company

By: _____
Name: William Runzel, IV
Title: Manager

LEC II, L.L.C.,
an Illinois limited liability company

By: Russell Novak
Name: Russell Novak
Title: Manager

Doverdel LLC,
a Delaware limited liability company

By: Lake Marketing LLC
Its: Member

By: _____
Name: William Runzel, IV
Title: Manager of Lake Marketing LLC

LAKE COPPER CONDUCTORS LLC,
an Indiana limited liability company

By: _____
Name: William Runzel, IV
Title: Manager

RNK CABLE LLC,
a Florida limited liability company


By: _____
Name: William Runzel, IV
Title: Manager

[Acceptance Page to Intellectual Property Security Agreement]

ACCEPTANCE

The undersigned, Wintrust Bank, a subsidiary of Wintrust Financial Corporation, as Administrative Agent, accepts the foregoing collateral assignment of Intellectual Property.

WINTRUST BANK,
an Illinois state chartered bank

By: 
Name: Kan Kiss
Its: UP

[Acceptance Page to Intellectual Property Security Agreement]

SCHEDULE A

Trademarks and Trademark Registrations

Grantor	Trademark	Country	Trademark Registration Number	Trademark Application Number	Date of Application	Date of Registration
Lake Cable, LLC	1) Avalanche	U.S.A.	3590212			03/17/2009
	2) Avalanche	Canada	TMA746924			09/03/2009
	3 Hal Guard	Mexico	10809064			03/10/2009
	4) Better. Smarter. Faster.	U.S.A.	4838590			10/20/2015
	5) When Delivery Matters	U.S.A.	4716402			04/07/2015
	6) When Delivery Matters	Canada		Allowed		N/A
	7) When Delivery Matters	Mexico	1554011			07/13/2015
	8) CABLEM8	U.S.A.	4979665			06/14/2016
	9) CABLEM8 Logo	U.S.A.	4979666			06/14/2016
	10) Stealth Special Ops	U.S.A.	4805373			09/01/2015

SCHEDULE B

PATENTS AND PATENT REGISTRATIONS

Grantor	Patent	Country	Patent Number	Patent Application Number	Date of Application	Date of Registration
Lake Cable, LLC	1) Cable Dispensing System & Apparatus	U.S.A.		62/168676	05/29/2015	
	2) Cable Dispensing System & Apparatus	U.S.A.		62/195438	06/22/2015	
	3 Cable Dispensing System & Apparatus	U.S.A.		15/160920	05/20/2016	
	4) Cable Dispensing Cart	U.S.A.		29/564062	05/10/2016	
	5) Cable Dispensing Cart	U.S.A.		29/564064	05/10/2016	
	6) Cable Dispensing System & Apparatus	Canada		2931464	05/30/2016	
	7) Cable Dispensing System & Apparatus	Mexico	MX/a/2016/006930			05/30/2016
	8) Cable assembly and method of making cable assembly	U.S.A.	9,165,698			10/20/2015

SCHEDULE C

COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

SCHEDULE D

LICENSE AGREEMENTS

None.

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