

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CERTUS MANUFACTURING, LLC		11/15/2016	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	STONEGATE CAPITAL HOLDINGS, LLC		
Street Address:	125 South Clark Street, 17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5025355	CERTUS MFG	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	3142592000		
Email:	bcipdocketing@bryancave.com		
Correspondent Name:	Matthew G. Minder		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102-2750		
NAME OF SUBMITTER:	Matthew G. Minder		
SIGNATURE:	/Matthew G. Minder/		
DATE SIGNED:	12/02/2016		
Total Attachments: 4			
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SHORT FORM TRADEMARK SECURITY AGREEMENT

This **SHORT FORM TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of November 15, 2016 is made by **CERTUS MANUFACTURING, LLC**, a Minnesota limited liability company (the "*Assignor*"), in favor of **STONEGATE CAPITAL HOLDINGS, LLC**, a Delaware limited liability company with a place of business at 125 South Clark Street, 17th Floor, Chicago, IL 60603 ("*Lender*").

RECITALS:

Assignor has executed and delivered to Lender a Loan and Security Agreement dated on or about the date hereof (the "*Loan Agreement*") and other agreements, documents and instruments contemplated by the transactions contained in the Loan Agreement. The Loan Agreement, together with all agreements, documents and instruments executed and/or delivered to Lender by any person in connection therewith, as the same may be amended, restated, extended, replaced or otherwise modified from time to time, shall be referred to collectively as the "*Loan Documents*". Pursuant to the terms of the Loan Agreement Assignor is liable for the payment and performance of the "*Obligations*" (as such term is defined in the Loan Agreement) as further described therein. Pursuant to the terms of the Loan Agreement and this Agreement, Assignor is granting to Lender a security interest in and to the "*Trademark Collateral*" (defined below) in order to secure repayment of Obligations pursuant to the Loan Agreement.

AGREEMENT:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Assignor hereby grants to the Lender for its benefit a present and continuing first priority lien and security interest in and to all of its right, title and interest in, to and under the following ("*Trademark Collateral*"):

- (a) the trademarks, including without limitation those listed on Exhibit A hereto;
- (b) all extensions, renewals and reexaminations of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
- (d) all income, royalties, and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application filed with the U.S. Patent and Trademark Office ("PTO") for which a statement of use has not been filed with the PTO.

SECTION 3. Trademark Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Assignor hereby acknowledges and agrees that the rights and remedies of the

Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

SECTION 5. Construction if Multiple Assignors. If this Agreement is executed by two (2) or more persons/entities as Assignor, unless otherwise specifically provided for herein all representations, covenants, agreements, rights, liabilities and obligations of Assignor in this Agreement shall be made, granted to or borne, as applicable, jointly and severally by such persons/entities, and Lender may enforce any and all rights, remedies and benefits of Lender under this Agreement against such persons/entities jointly and/or severally as Lender may elect in Lender's sole discretion.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

**EXHIBIT A
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

Title	Reg. No.	Filing date	Reg. Date	Owner
CERTUS MFG	5,025,355	6/7/2016	8/23/2016	Certus Manufacturing, LLC