900398970 03/20/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM420214

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Short Form Intellectual Property Security Agreement
RESUBMIT DOCUMENT ID:	900397436

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Plastic Components, Inc.		03/07/2017	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company	
Street Address:	1100 Superior Avenue East, Suite 1235	
City:	Cleveland	
State/Country:	OHIO	
Postal Code:	44114	
Entity Type:	banking corporation: ILLINOIS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4599503	PLASTICCOMPONENTS.COM

CORRESPONDENCE DATA

Fax Number: 2165665800

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: 2165665791

Email: Jennifer.Hardy@thompsonhine.com

Thomas R. Butchko **Correspondent Name:** Address Line 1: 3900 Key Center Address Line 2: 127 Public Square

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	074646.00046
NAME OF SUBMITTER:	Thomas R. Butchko
SIGNATURE:	/s/ Thomas R. Butchko
DATE SIGNED:	03/20/2017

Total Attachments: 4

source=Plastic Components, Inc. Intellectual Proeprty Security Agreement#page1.tif source=Plastic Components, Inc. Intellectual Proeprty Security Agreement#page2.tif source=Plastic Components, Inc. Intellectual Proeprty Security Agreement#page3.tif

source=Plastic Components, Inc. Intellectual Proeprty Security Agreement#page4.tif

SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 7th day of March, 2017 by PLASTIC COMPONENTS, INC., a Wisconsin corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation, as the administrative agent under the Credit Agreement, as hereinafter defined (the "Administrative Agent"), for the benefit of the Lenders, as hereinafter defined.

WITNESSETH:

WHEREAS, the Grantor, and Lighthouse Holdco, Inc., a Delaware corporation (collectively, the "Borrowers" and, individually, each a "Borrower"), are entering into that certain Credit Agreement, dated as of March 7, 2017, with the lenders from time to time party thereto (together with their respective successors and assigns, collectively, the "Lenders" and, individually, each a "Lender"), and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered to the Administrative Agent that certain Guarantee and Collateral Agreement, dated as of the date hereof (the "Guarantee and Collateral Agreement"), whereby the Grantor, among other things, granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Intellectual Property Collateral, as hereinafter defined; and

WHEREAS, in connection with the Guarantee and Collateral Agreement, this Agreement is being executed and delivered by the Grantor for purposes of recordation with the USCO and the USPTO (as each term is hereinafter defined), as appropriate, to evidence the security interest of the Administrative Agent, on behalf of the Lenders, in the Intellectual Property Collateral;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees as follows:

1. <u>Definitions.</u> All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or, if not defined therein, in the Credit Agreement. As used in this Agreement, the following terms shall have the following meanings:

"Intellectual Property Collateral" means the collective reference to all of the Grantor's rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses (including, but not limited to, those listed on <u>Schedule 1</u> hereto (as such <u>Schedule 1</u> may from time to time be amended, supplemented or otherwise modified)), and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"USCO" means the United States Copyright Office in Washington, D.C.

"USPTO" means the United States Patent and Trademark Office in Alexandria, Virginia.

- 2. <u>Grant of Security Interest</u>. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Grantor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Intellectual Property Collateral, including (without limitation) all of the Grantor's future Intellectual Property Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.
- 3. <u>Guarantee and Collateral Agreement</u>. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Lenders, pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4. <u>Governing Law.</u> The Agreement shall be governed by and construed in accordance with New York law.

[Remainder of page intentionally left blank.]

12051780.2

JURY TRIAL WAIVER. THE GRANTOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE GRANTOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Short Form Intellectual Property Security Agreement as of the date first set forth above.

PLASTIC COMPONENTS, INC.

Karen L. Tuleta

Vice President & Treasurer

Signature Page to Short Form Intellectual Property Security Agreement

SCHEDULE 1

Patents:

- Patent for injection molding factory system and manufacturing method (Patent No. US 8,827,674)
- Patent pending for injection molding factory system and manufacturing method (Patent Application No. 14/479,509)

Trademarks:

RECORDED: 03/07/2017

• Trademark for Plasticcomponents.com logo (Registration Number 4599503)

S-1