

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robin Industries, Inc.		10/04/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1300 East 9th Street, Suite 1300		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3028282	ROBIN INDUSTRIES	
Registration Number:	3028296	ROBIN	
CORRESPONDENCE DATA			
Fax Number:	3125786666		
<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:	3127155737		
Email:	maureen.drews@hkllaw.com, grant.mccorkhill@hkllaw.com		
Correspondent Name:	C. Grant mcCorkhill		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	131 S, Dearborn St. 30th Fl.		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	C. Grant McCorkhill		
SIGNATURE:	/C. Grant McCorkhill/		
DATE SIGNED:	10/09/2017		
Total Attachments: 4			
source=Robin Industries IP grant#page1.tif			
source=Robin Industries IP grant#page2.tif			
source=Robin Industries IP grant#page3.tif			
source=Robin Industries IP grant#page4.tif			

OP \$65.00 3028282

**SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY**

October 4, 2017

ROBIN INDUSTRIES, INC., an Ohio corporation ("Robin") located at 6500 Rockside Rd., Ste. 230, Independence, OH 44131, and JPMORGAN CHASE BANK, N.A., a national banking association, on behalf of itself and the other Secured Parties (the "Lender" or the "Grantee"), located at 1300 East 9th Street, Suite 1300, Cleveland, Ohio 44114, have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and Robin, JV 2000 LLC, an Ohio limited liability company and ROBIN VIBRANT TECHNOLOGIES LLC, an Ohio limited liability company (each a "Grantor," and collectively, the "Grantors") and Grantee, have entered into that certain Security and Pledge Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

A. pursuant to the terms of the Security Agreement, the Grantors created in favor of the Lender a security interest in, and the Lender has become a secured creditor with respect to, substantially all assets of said Grantors, which includes the Intellectual Property Collateral (as defined below); and

B. the Grantors have adopted, used and are using, and hold all right, title and interest in, various intangible assets, including the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby grants to the Lender for the benefit of itself and the other Secured Parties a security interest in all of said Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"):

(a) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by each such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights

in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of each such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any of the foregoing.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Intellectual Property Collateral are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Security Interest Grant Intellectual Property (the "Grant") shall be construed in accordance with and governed by the laws of the State of Ohio applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of the Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Grant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Grant.


Terms defined in the Credit Agreement and used herein without other definition shall have the respective meanings assigned to them in the Credit Agreement.

(Signature Page Follows)


IN WITNESS WHEREOF, Grantors have caused this Security Interest Grant Intellectual Property to be duly executed by its respective officer effective as of the date first written above.

GRANTORS:


ROBIN INDUSTRIES, INC.,
an Ohio corporation

By: 
Name: MARK FISCHEL
Title: PRESIDENT & CEO

JV 2000 LLC,
an Ohio limited liability company

By: 
Name: MARK FISCHEL
Title: PRESIDENT & CEO

ROBIN VIBRANT TECHNOLOGIES LLC,
an Ohio limited liability company

By: 
Name: MARK FISCHEL
Title: PRESIDENT & CEO

(Signature Page to Security Interest Grant Intellectual Property)

TRADEMARK
REEL: 006177 FRAME: 0809

SCHEDULE A
PATENTS

<u>Patent</u>	<u>Number</u>	<u>Date</u>	<u>Country</u>	<u>Owner/Assignee</u>
Snap-Up Bracket	US D557,114 S	Dec. 11, 2007	United States	Robin Industries, Inc.
Tow Hitch	US 6,834,879 B1	Dec. 28, 2004	United States	Robin Industries, Inc.

SCHEDULE B
TRADEMARKS/SERVICE MARKS

<u>Mark</u>	<u>Number</u>	<u>Date</u>	<u>Country</u>	<u>Owner</u>
ROBIN INDUSTRIES	3028282	Dec. 13, 2005	United States	Robin Industries, Inc.
ROBIN	3028296	Dec. 13, 2005	United States	Robin Industries, Inc.

SCHEDULE C
COPYRIGHTS

<u>Copyright</u>	<u>Number</u>	<u>Date</u>	<u>Country</u>	<u>Grantor/Owner</u>

None