

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466303

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Williams Form Engineering Corporation		03/08/2018	Corporation: MICHIGAN
The Belmont Group, LLC		03/08/2018	Limited Liability Company: MICHIGAN
Golden Keys II, LLC		03/08/2018	Limited Liability Company: COLORADO
Vulcan Group, LLC		03/08/2018	Limited Liability Company: GEORGIA
The Iron Bridge Group, LLC		03/08/2018	Limited Liability Company: MICHIGAN

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	1300 East Ninth Street
<b>Internal Address:</b>	13th Floor
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	1090001	WILLIAMS

## CORRESPONDENCE DATA

Fax Number: 8446706009

*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: 313-223-3098

Email: DWTrademarks@dickinson-wright.com

Correspondent Name: M. Katherine VanderVeen

Address Line 1: 500 Woodward Avenue

Address Line 2: Suite 4000

Address Line 4: Detroit, MICHIGAN 48226

OP \$40.00 1090001

<b>NAME OF SUBMITTER:</b>	M. Katherine VanderVeen
<b>SIGNATURE:</b>	/M. Katherine VanderVeen/
<b>DATE SIGNED:</b>	03/20/2018
<b>Total Attachments: 7</b> source=Patent and Trademark Security Agreement#page1.tif source=Patent and Trademark Security Agreement#page2.tif source=Patent and Trademark Security Agreement#page3.tif source=Patent and Trademark Security Agreement#page4.tif source=Patent and Trademark Security Agreement#page5.tif source=Patent and Trademark Security Agreement#page6.tif source=Patent and Trademark Security Agreement#page7.tif	

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is entered into as of March 8, 2018 by and among Williams Form Engineering Corporation, a Michigan corporation, The Belmont Group, LLC, a Michigan limited liability company, Golden Keys II, LLC, a Colorado limited liability company, Vulcan Group, LLC, a Georgia limited liability company, and The Iron Bridge Group, LLC, a Michigan limited liability company (each a "Grantor", and collectively, the "Grantors"), the other Loan Parties party hereto, and JPMorgan Chase Bank, N.A. (the "Lender").

### **Recitals**

A. The Grantors, the other Loan Parties party thereto, and the Lender are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors are entering into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "All Asset Security Agreement") with the Lender.

C. Pursuant to the terms of the All Asset Security Agreement, each Grantor pledged, assigned and granted to the Lender a security interest in substantially all of the personal property of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the All Asset Security Agreement), Trademarks (as defined in the All Asset Security Agreement), and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Credit Agreement).

D. Pursuant to the terms of the All Asset Security Agreement, the Grantors are required to execute and deliver this Security Agreement to the Lender.

### **Agreement**

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents (as defined in the Credit Agreement), each Grantor hereby grants to the Lender, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached 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 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any

trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the All Asset Security Agreement; provided, however, that nothing in this Security Agreement shall expand, limit or otherwise modify the security interests granted pursuant to the All Asset Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interests in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the All Asset Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Security Agreement and the All Asset Security Agreement, the terms of the All Asset Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the All Asset Security Agreement or the Credit Agreement, as applicable.

This Security Agreement is shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of Michigan.

[Signature page follows]


IN WITNESS WHEREOF, the Grantors and the Lender have executed this Security Agreement as of the date first above written.

GRANTORS:

WILLIAMS FORM ENGINEERING CORPORATION

By:  \_\_\_\_\_  
Name: Ronald Townsend  
Title: President & Chief Financial Officer

THE BELMONT GROUP, LLC  
THE IRON BRIDGE GROUP, LLC

By:  \_\_\_\_\_  
Name: Ronald Townsend  
Title: Sole Manager of each of the above, on behalf of each of the above

GOLDEN KEYS II, LLC  
VULCAN GROUP, LLC

By: \_\_\_\_\_  
Name: Ronald R. Williams, Jr.  
Title: Sole Manager of each of the above, on behalf of each of the above

*Signature Page to Patent and Trademark Security Agreement*

**TRADEMARK**  
**REEL: 006295 FRAME: 0098**

IN WITNESS WHEREOF, the Grantors and the Lender have executed this Security Agreement as of the date first above written.

GRANTORS:


WILLIAMS FORM ENGINEERING CORPORATION

By: \_\_\_\_\_  
Name: Ronald Townsend  
Title: President & Chief Financial Officer

THE BELMONT GROUP, LLC  
THE IRON BRIDGE GROUP, LLC

By: \_\_\_\_\_  
Name: Ronald Townsend  
Title: Sole Manager of each of the above, on behalf of each of the above

GOLDEN KEYS II, LLC  
VULCAN GROUP, LLC

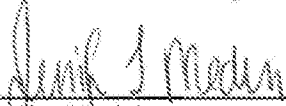
By:  \_\_\_\_\_  
Name: Ronald R. Williams, Jr.  
Title: Sole Manager of each of the above, on behalf of each of the above

*Signature Page to Patent and Trademark Security Agreement*

**TRADEMARK**  
**REEL: 006295 FRAME: 0099**

LENDER:

JPMORGAN CHASE BANK, N.A.

By:   
Name: Jennifer Medzi  
Title: Authorized Officer

**SCHEDULE 1**  
**to**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Application Serial No.</b>	<b>Registration No.</b>	<b>Goods/Services</b>	<b>Registration Date</b>
Williams Form Engineering Corporation	WILLIAMS (Owned by Williams Form Engineering Corporation, Belmont, MI)	73074561	1090001	CONCRETE FORM HARDWARE USED IN POURING AND LAYING CONCRETE; ROCK BOLTS	04/25/1978

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.



**SCHEDULE 2**  
**to**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**PATENTS**

None.

**PATENT APPLICATIONS**

None.

**PATENT LICENSES**

None.

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