

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467060

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PROPER GROUP INTERNATIONAL, LLC		03/14/2018	Limited Liability Company: MICHIGAN
PROPER GROUP HOLDINGS, LLC		03/14/2018	Limited Liability Company: MICHIGAN
PROPER TOOLING, LLC		03/14/2018	Limited Liability Company: MICHIGAN
PROPER POLYMERS-ANDERSON, LLC		03/14/2018	Limited Liability Company: MICHIGAN
PROPER POLYMERS-WARREN, LLC		03/14/2018	Limited Liability Company: MICHIGAN
PROPER POLYMERS-PULASKI, LLC		03/14/2018	Limited Liability Company: MICHIGAN
PROPER POLYMERS-GREENVILLE, LLC		03/14/2018	Limited Liability Company: MICHIGAN
PROPER CANADA, LLC		03/14/2018	Limited Liability Company: MICHIGAN
PROPER LOGISTICS, INC.		03/14/2018	Corporation: MICHIGAN
PROPER DIGITAL, LLC		03/14/2018	Limited Liability Company: MICHIGAN
PME PROFESSIONALS LLC		03/14/2018	Limited Liability Company: MICHIGAN
PME CONSULTANTS LLC		03/14/2018	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.		
<b>Street Address:</b>	28660 Northwestern Highway		
<b>City:</b>	Southfield		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48034		
<b>Entity Type:</b>	National Banking Association: MICHIGAN		
<b>PROPERTY NUMBERS Total: 7</b>			

OP \$190.00 4341492

Property Type	Number	Word Mark
Registration Number:	4341492	TOOLSTATS
Registration Number:	4337618	PROPER TOOLING ADVANCED ENGINEERING SUPE
Registration Number:	4371022	PROPER POLYMERS ADVANCED ENGINEERING · S
Registration Number:	4352779	PROPER GROUP INTERNATIONAL ADVANCED ENGI
Registration Number:	4788803	PROPER LOGISTICS ADVANCED ENGINEERING SU
Registration Number:	5326628	TOOLSTATS
Serial Number:	87569658	COMMITTED TO YOUR SUCCESS

**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:** nzemgulis@dickinsonwright.com

**Correspondent Name:** M. Katherine VanderVeen

**Address Line 1:** 500 Woodward Ave.

**Address Line 2:** Suite 4000

**Address Line 4:** Detroit, MICHIGAN 48226

<b>ATTORNEY DOCKET NUMBER:</b>	7-4627
<b>NAME OF SUBMITTER:</b>	M. Katherine VanderVeen
<b>SIGNATURE:</b>	/M. Katherine VanderVeen/
<b>DATE SIGNED:</b>	03/26/2018

**Total Attachments: 6**

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## **FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT**

This First Amendment to Patent and Trademark Security Agreement, dated as of March 14, 2018 (this "Amendment"), is among Proper Group International, LLC, a Michigan limited liability company, Proper Group Holdings, LLC, a Michigan limited liability company, Proper Tooling, LLC, a Michigan limited liability company, Proper Polymers-Anderson, LLC, a Michigan limited liability company, Proper Polymers-Warren, LLC, a Michigan limited liability company, Proper Polymers-Pulaski, LLC, a Michigan limited liability company, Proper Polymers-Greenville, LLC, a Michigan limited liability company, Proper Canada, LLC, a Michigan limited liability company, Proper Logistics, Inc., a Michigan corporation, Proper Digital, LLC, a Michigan limited liability company, PME Professionals LLC, a Michigan limited liability company, and PME Consultants LLC, a Michigan limited liability company (each of the foregoing, a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent").

### **RECITAL**

The Grantors and the Administrative Agent are parties to a Patent and Trademark Security Agreement dated as of October 15, 2015 (as it may be amended or modified from time to time, the "Security Agreement"). The Grantors desire to amend the Security Agreement as set forth herein, and the Administrative Agent is willing to do so in accordance with the terms hereof. Terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

### **AGREEMENT**

In consideration of the premises and of the mutual agreements herein contained, the parties agree as follows:

#### **ARTICLE 1. AMENDMENTS TO SECURITY AGREEMENT**

Upon the satisfaction of the condition specified in Article 3 hereof, the Security Agreement is amended as of the date hereof as follows:

1.1 Schedule 1 and Schedule 2 to the Security Agreement are replaced with Schedule 1 and Schedule 2 attached hereto.

#### **ARTICLE 2. REPRESENTATIONS**

In order to induce the Administrative Agent to enter into this Amendment, the Grantors represent and warrant to the Administrative Agent that the following statements are true, correct and complete:

2.1 The execution, delivery and performance of this Amendment are within each Grantor's organizational powers and have been duly authorized by all necessary organizational actions and, if required, actions by equity holders.

2.2 This Amendment has been duly executed and delivered by each Grantor and constitutes a legal, valid and binding obligation of each Grantor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

2.3 After giving effect to the amendments herein contained and the satisfaction of the condition described in Article 3 below, the representations and warranties contained in the Security Agreement and the other Loan Documents are true on and as of the date hereof with the same force and effect as if made on and as of the date hereof and no Default has occurred and is continuing.

### **ARTICLE 3. CONDITIONS PRECEDENT**

This Amendment shall be effective as of the date hereof when each of the following is satisfied:

3.1 The Grantors and the Administrative Agent shall have executed this Amendment.

### **ARTICLE 4. MISCELLANEOUS**

4.1 References in the Loan Documents to the Security Agreement shall be deemed to be references to the Security Agreement as amended hereby and as further amended from time to time. This Amendment is a Loan Document.

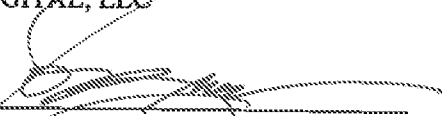
4.2 Except as expressly amended hereby, each Grantor agrees that the Loan Documents are ratified and confirmed and shall remain in full force and effect and that it has no set off, counterclaim, defense or other claim or dispute with respect to any of the foregoing.

4.3 This Amendment shall be governed by and construed in accordance with the laws of the State of New York. This Amendment shall not be deemed to have otherwise prejudiced any present or future right or rights which the Administrative Agent now has or may have under the Security Agreement or in any other Loan Document and, in addition, shall not entitle any Grantor to a waiver, amendment, modification or other change to, of or in respect of any provision of Security Agreement or in any other Loan Document in the future in similar or dissimilar circumstances. This Amendment may be signed upon any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument, and signatures sent by facsimile or other electronic imaging shall be effective as originals.

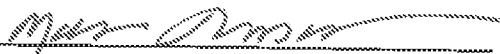
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

GRANTORS:

PROPER GROUP INTERNATIONAL, LLC  
PROPER GROUP HOLDINGS, LLC  
PROPER TOOLING, LLC  
PROPER POLYMERS-ANDERSON, LLC  
PROPER POLYMERS-WARREN, LLC  
PROPER POLYMERS - PULASKI, LLC  
PROPER POLYMERS - GREENVILLE, LLC  
PROPER CANADA, LLC  
PROPER LOGISTICS, INC.  
PROPER DIGITAL, LLC

By:   
Name: Geoff O'Brien  
Title: President of each of the above on behalf of each of the above

PME PROFESSIONALS LLC  
PME CONSULTANTS LLC  
By: Proper Tooling, LLC  
Title: Managing Member of each of the above on behalf of each of the above

By:   
Name: Mark Rusch  
Title: Executive Vice President

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

GRANTORS:


PROPER GROUP INTERNATIONAL, LLC  
PROPER GROUP HOLDINGS, LLC  
PROPER TOOLING, LLC  
PROPER POLYMERS-ANDERSON, LLC  
PROPER POLYMERS-WARREN, LLC  
PROPER POLYMERS - PULASKI, LLC  
PROPER POLYMERS - GREENVILLE, LLC  
PROPER CANADA, LLC  
PROPER LOGISTICS, INC.  
PROPER DIGITAL, LLC

By: \_\_\_\_\_  
Name: Geoff O'Brien  
Title: President of each of the above on behalf of each of the above

PME PROFESSIONALS LLC  
PME CONSULTANTS LLC  
By: Proper Tooling, LLC  
Title: Managing Member of each of the above on behalf of each of the above






By: \_\_\_\_\_  
Name: Geoff O'Brien  
Title: President

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Michael Hall  
Title: Authorized Signer

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

**Trademarks, Trademark Applications and Trademark Licenses**

Name of Grantor	Trademark	Registration Date	Registration Number
Proper Digital, LLC		May 28, 2013	4341492
Proper Group International, LLC	 PROPER TOOLING ADVANCED ENGINEERING SUPERIOR TECHNOLOGY	May 21, 2013	4337618
Proper Group International, LLC	 PROPER POLYMERS ADVANCED ENGINEERING SUPERIOR TECHNOLOGY	July 23, 2013	4371022
Proper Group International, LLC	 PROPER GROUP INTERNATIONAL ADVANCED ENGINEERING SUPERIOR TECHNOLOGY	June 18, 2013	4352779
Proper Group International, LLC	 PROPER LOGISTICS ADVANCED ENGINEERING SUPERIOR TECHNOLOGY	April 13, 2015	4788803
Proper Digital, LLC	TOOLSTATS	November 7, 2017	5326628

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Proper Group International, LLC	COMMITTED TO YOUR SUCCESS	August 15, 2017	87569658

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

**Patents**

Name of Grantor	Title	Publication Date	Publication Number
Proper Group International, LLC	SYSTEM AND METHOD FOR AUTOMATED TOOL MANAGEMENT	August 21, 2014	US20140231507A1
Proper Digital, LLC	TOOLING SYSTEM	February 8, 2018	US20180039807A1
Proper Digital, LLC	Tooling System	August 22, 2017	US9740790B2
Proper Digital, LLC	TOOLING SYSTEM	July 14, 2016	US20160203232A1
Proper Group International, LLC	System and method for automated tool management	March 22, 2016	US9292811B2

DETROIT 7-4627 1452963v1