

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Central States Manufacturing, Inc.		04/17/2020	Corporation: ARKANSAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 N. Tryon street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1711137	CENTURYDRAIN	
Registration Number:	2148829	CS CENTRAL STATES	
Registration Number:	2148830	CS	
Registration Number:	2418864	CD 2000	
Registration Number:	3058096	CENTRALGUARD	
Registration Number:	3248339	CENTRAL SEAM PLUS	
Registration Number:	3308459	CENTRAL-LOC	
Registration Number:	3668087	RIGHT, ON TIME, EVERY TIME.	
Registration Number:	3689725	METAL CENTRAL	
Registration Number:	3771940	PRECISION-LOC	
Registration Number:	4272443	DRIPX	
Registration Number:	4590606	CENTRAL SNAP	
Registration Number:	4820583	PANEL-LOC PLUS	
Registration Number:	4820582	PANEL-LOC	
Registration Number:	4762985	R-LOC	
Registration Number:	4644748	H-LOC	
Registration Number:	4887571	M-LOC	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 1711137

Fax Number:

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.

Email: rebecca.floren@bclplaw.com

Correspondent Name: Rebecca Floren

Address Line 1: 161 N. Clark Street

Address Line 2: Suite 4300

Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Rebecca Floren
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SIGNATURE:	/s/ Rebecca Floren
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DATE SIGNED:	04/20/2020
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Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of April 17, 2020, by **CENTRAL STATES MANUFACTURING, INC.** (including any successors or permitted assignees thereof, "Grantor"), in favor of **BANK OF AMERICA, N.A.** (including any successor, participant, assignee or transferee thereof, "Secured Party").

RECITALS

WHEREAS, Central States and Secured Party are party to that certain Loan Agreement dated the date hereof (as the same may be amended, modified, extended or renewed, the "Loan Agreement"); and

WHEREAS, pursuant to the Loan Agreement, a condition precedent to the obligation of the Secured Party to execute and perform under the Loan Agreement is that Grantor shall have executed and delivered that certain Security Agreement executed by Grantor in favor of Secured Party for the benefit of Secured Party dated the date hereof (as may be amended from time to time, "Security Agreement") encumbering all of Grantor's tangible and intangible personal property assets in favor of Secured Party; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Secured Party for purposes of securing the obligations to Secured Party under the Loan Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the advances by Secured Party pursuant to the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Secured Party hereby agree as follows:

1. **Grant.** Grantor hereby grants to Secured Party an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications (except for "intent to use" applications for trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed), and trademark

and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the “Trademarks”); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Secured Party’s interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Secured Party an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Secured Party.

4. Power of Attorney. Grantor hereby irrevocably grants Secured Party a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Secured Party’s reasonable discretion regardless of whether a Default or Event of Default is occurring:

(a) To modify or amend (in Secured Party's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A and/or Schedule B hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Secured Party’s sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Secured Party’s interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Secured Party’s interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

Grantor also hereby irrevocably grants Secured Party a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Secured Party's discretion after the occurrence and during the continuance of a Default or an Event of Default, to take any other action and to execute any other instrument which Secured Party may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement.

The foregoing power of attorney is coupled with an interest and is irrevocable but will terminate upon the termination of the Security Agreement.

5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (and the facilities thereunder). Upon any such termination, Secured Party (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Secured Party to evidence such termination.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Grantor and Secured Party with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Loan Agreement, the provisions of the Security Agreement or Loan Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

By: Adrian Noel
Name: Adrian Noel
Title: Credit Supervisor

CENTRAL STATES MANUFACTURING, INC.
(as Grantor)

By: Chad Ware
Name: CHAD WARE
Title: CEO

Address: 302 Jane Place
Lowell, AR 72745

Telephone: ()
Facsimile: ()

BANK OF AMERICA, N.A.
(as Secured Party)

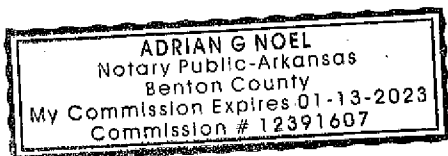
By: _____
Name: _____
Title: _____

Address: Bank of America
5209 Village Parkway
Rogers, AR 72758

ACKNOWLEDGMENT

STATE OF Arkansas :
 : SS
COUNTY OF Benton :

Before me, the undersigned, a Notary Public, on this 14th day of April, 2020, personally appeared Chad Ware to me known personally, who, being by me duly sworn, did say that he/she is the CFO of CENTRAL STATES MANUFACTURING, INC., and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said CENTRAL STATES MANUFACTURING, INC. by authority of its board of directors, and the said Chad Ware - CFO acknowledged said instrument to be his/her free act and deed.



Adrian G. Noel
Notary Public

My Commission Expires: 01/13/2023

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

**CENTRAL STATES MANUFACTURING,
INC.**
(as Grantor)

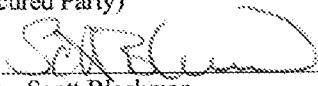
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

Telephone:()
Facsimile:()

BANK OF AMERICA, N.A.
(as Secured Party)

By:  _____
Name: Scott Blackman
Title: SVP

Address: Bank of America
5209 Village Parkway
Rogers, AR 72758

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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II. Pending Copyright Applications

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
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III. Unregistered Copyrights

<u>Copyright Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>	<u>Original Author/Owner</u>	<u>Date and Recordation Number of Assignment to Grantor</u>	<u>Date of Expected Registration (if applicable)</u>
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IV. Copyright Licenses

<u>Copyright Title</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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SCHEDULE B

PATENT COLLATERAL

I. Patents

<u>Patent Number</u>	<u>Issue Country</u>	<u>Date</u>	<u>Title</u>
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II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Serial Filing Country</u>	<u>Number</u>	<u>Date</u>	<u>Status</u>
Product Packing Apparatus and Method	38700620	USA	62981807	02/26/2020	PROVISIONAL

III. Patent Licenses

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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SCHEDULE C

L Registered Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
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CENTRAL STATES MANUFACTURING, INC.

U.S. TRADEMARKS

<u>Trademark Registration/ Serial No.</u>	<u>Issued/Filed</u>	<u>Mark</u>	<u>Status</u>
1,711,137	9/1/92	CENTURYDRAIN	Registered ®
2,148,829	4/7/98	CS CENTRAL STATES DESIGN (see attached)	Registered ®
2,148,830	4/7/98	CS DESIGN (see attached)	Registered ®
2,418,864	1/9/01	CD 2000	Registered ®
3,058,096	2/7/06	CENTRALGUARD	Registered ®
3,248,339	5/29/07	CENTRAL SEAM PLUS	Registered ®
3,308,459	10/9/07	CENTRAL-LOC	Registered ®
3,668,087	8/18/09	RIGHT, ON TIME, EVERY TIME.	Registered ®
3,689,725	9/29/09	METAL CENTRAL.	Registered ®
3,771,940	4/6/10	PRECISION-LOC	Registered ®
4,272,443	1/8/13	DRIPX	Registered ®
4,590,606	8/26/14	CENTRAL SNAP	Registered ®
4,820,583	9/29/15	PANEL-LOC PLUS	Registered ®
4,820,582	9/29/15	PANEL-LOC	Registered ®
4,762,985	6/30/15	R-LOC	Registered ®
4,644,748	11/25/14	H-LOC	Registered ®
4,887,571	1/19/16	M-LOC	Registered ®

CANADIAN TRADEMARKS

TMA792023	3/2/11	CD 2000	Registered ®
TMA787997	1/19/11	CENTURYDRAIN	Registered ®

**CENTRAL STATES MANUFACTURING, INC.- DESIGN TRADEMARKS
(listed on U.S. Trademark Summary)**



Registration Number 2,148,830



CENTRAL STATES

Registration Number 2,148,829

II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
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III. Trademark Licenses

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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