

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593436

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900558916

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Schumacher Electric, Inc.		05/23/2018	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Fifth Third Bank, National Association, successor in interest to MB Financial Bank, N.A., successor to Cole Taylor Bank
Street Address:	6111 North River Road
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4964453	SCHUMACHER
Registration Number:	4987206	SCHUMACHER ELECTRIC CORP. SINCE 1947
Registration Number:	5028224	SCHULINK
Registration Number:	3009741	COMPUTER SMART
Registration Number:	5224008	R
Registration Number:	5117878	FRR
Registration Number:	4363563	SCHUMACHER E L E C T R I C
Registration Number:	4844692	BLUE-FUEL
Registration Number:	2460511	BATTERY COMPANION
Registration Number:	2957961	CHARGE 'N RIDE
Registration Number:	3375809	CHARGE XPRESS
Registration Number:	3441976	DYNACHARGE
Registration Number:	3375811	FARM & RANCH
Registration Number:	2895635	SCHUMACHER
Registration Number:	1880485	SHIP 'N SHORE
Registration Number:	3380821	SIGNATURE SERIES
Registration Number:	2953850	SPEEDCHARGE
Registration Number:	3375810	MITYMITE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5224006	SCHULINK
Registration Number:	3802494	SCHUMACHER ELECTRIC CORP. SINCE 1947
Registration Number:	3806182	AUTO VOLTAGE DETECTION
Registration Number:	3802529	MICROPROCESSOR CONTROLLED
Registration Number:	5840294	DSM INC. PERFORMANCE & PRECISION MACHINI
Registration Number:	5125887	R
Registration Number:	5138998	SCHULINK
Registration Number:	5130521	

CORRESPONDENCE DATA

Fax Number: 3125802201

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: 3125805062

Email: drogers@thompsoncoburn.com

Correspondent Name: Diona E. Rogers

Address Line 1: 55 E. Monroe Street

Address Line 2: 37th Floor

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 50051.191211

NAME OF SUBMITTER: Diona E. Rogers

SIGNATURE: /Diona E. Rogers/

DATE SIGNED: 08/21/2020

Total Attachments: 11

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FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of May 23, 2018, by SCHUMACHER ELECTRIC, INC., an Illinois corporation ("Grantor"), and MB FINANCIAL BANK, N.A., successor to Cole Taylor Bank, its successors and/or assigns ("Bank").

RECITALS

A. The Grantor has entered into that certain Loan and Security Agreement dated as of September 30, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make secured loans to, and issue or participate in letters of credit for the account of, Grantor.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all of the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

C. Grantor executed and delivered to Bank a Patent and Trademark Security Agreement dated as of September 30, 2013 ("Original Agreement") listing all patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses issued or pending as of that date which was filed with the United States Patent and Trademark Office on October 4, 2013.

D. Since that date, Grantor has obtained additional patents and trademarks and has agreed to grant to Bank a security interest in those assets, as hereinafter set forth.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. Grantor's additional assets:
 - (a) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
 - (b) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
 - (c) 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 annexed 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 annexed hereto;

(d) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(e) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and

(f) 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 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto.

2. Except as amended hereby, the Original Agreement shall remain unmodified and in full force and effect.

[signature page follows]

The Grantor has caused this Amendment to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SCHUMACHER ELECTRIC CORPORATION, an Illinois corporation

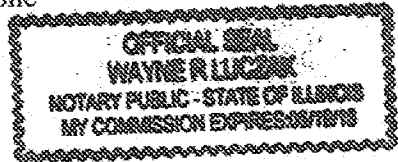
By: *Dan Mullin*
Name: DAN MULLIN
Title: CFD

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that DAN MULLIN, the CFD of Schumacher Electric Corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 23rd day of MAY, 2018.

Wayne R Luczak
Notary Public



Agreed and accepted:

MB FINANCIAL BANK, N.A., successor to Cole Taylor Bank

By: _____
Name: _____
Title: _____

SCHEDULE 1

to

FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

See attached.



39348CT01 Community Trademark SCHUMACHER LOGO

REGISTERED ISSUED

4458298

09/24/2005

4459298

SCHUMACHER ELECTRIC CORPORATION (04312)

009

Use: signage devices for lighting industry, battery chargers, transformers, wailers and wailing accessories

39400US01 United States

SCHULINK

REGISTERED ISSUED

89533054

11/25/2015

5224006

SCHUMACHER ELECTRIC CORPORATION (04312)

009

009: Batteries and battery chargers (upgraded 5/2/17)

39181CN01 China P.R.

SCHUMACHER ELECTRIC and Design

REGISTERED ISSUED

16468398

10/09/2014

15469398

SCHUMACHER ELECTRIC CORPORATION (04312)

009

009: Batteries for vehicles; Batteries for vehicle chargers; Batteries for vehicle

39141ND1 India

SCHUMACHER ELECTRIC and Design

REGISTERED ISSUED

2819794

09/29/2014

2819794

SCHUMACHER ELECTRIC CORPORATION (04312)

009

009: Battery chargers; Vehicle battery charge device; Vehicle chargers; battery jump starters

39148US01 United States

SCHUMACHER ELECTRIC CORP. SINCE 1947 and Design

REGISTERED ISSUED

77844392

10/09/2015

3912494

SCHUMACHER ELECTRIC CORPORATION (04312)

009

009: Battery chargers; battery jump starters, and power inverters

39149US01 United States

AUTO VOLTAGER DETECTION and Design

REGISTERED ISSUED

77844793

10/09/2015

3908182

SCHUMACHER ELECTRIC CORPORATION (04312)

009

009: Battery chargers

39150US01 United States

MICROPROCESSOR CONTROLLED and Design

REGISTERED ISSUED

77847724

10/13/2015

3802829

SCHUMACHER ELECTRIC CORPORATION (04312)

009

009: Battery chargers for vehicles; Batteries for vehicles; Battery charge device; Battery chargers; Battery jump starters;

39161CT01 Community Trademark Design

SCHUMACHER ELECTRIC and Design

REGISTERED ISSUED

013201301

09/16/2014

013261301

SCHUMACHER ELECTRIC CORPORATION (04312)

009

Use: Truck, SUV, Reocar parts, namely engine blocks, cylinder heads, manifolds, valve covers and connecting rods; engine cover; battery charger; battery; battery charger; battery

39819MAP01 International

SCHUMACHER

REGISTERED OPENED

67862047

10/19/2017

5940294

SCHUMACHER ELECTRIC CORPORATION (04312)

009

009: Battery chargers; Battery chargers for use with vehicle; battery charger device; Battery charger; Battery jump starters; Battery leaders (upgraded 11/21/17)

39224US01 United States

DSM Logo

REGISTERED ISSUED

87862047

10/19/2017

5940294

SCHUMACHER ELECTRIC CORPORATION (04312)

009

Use: Truck, SUV, Reocar parts, namely engine blocks, cylinder heads, manifolds, valve covers and connecting rods; engine cover; battery charger device; battery charger; Battery

39999US02 United States

RED FUEL FLAME LOGO

REGISTERED ISSUED

895990379

11/25/2015

512589F

SCHUMACHER ELECTRIC CORPORATION (04312)

009

009: Battery chargers; Battery jump starters; Battery leaders (upgraded 11/21/17)

39400US02 United States

SCHULINK

REGISTERED ISSUED

895991298

11/25/2015

5139998

SCHUMACHER ELECTRIC CORPORATION (04312)

009

Use: Truck, SUV, Reocar parts, namely engine blocks, cylinder heads, manifolds, valve covers and connecting rods; engine cover; battery charger device; battery charger; Battery

39403US02 United States

SCHULINK DESIGN

REGISTERED ISSUED

895991297

11/25/2015

5130521

SCHUMACHER ELECTRIC CORPORATION (04312)

009

009: Battery chargers; Battery jump starters; Battery leaders (upgraded 11/21/17)

39339ZAM1 South Africa

SCHUMACHER and Design

REGISTERED ISSUED

2018222719

08/10/2018

08102018

SCHUMACHER ELECTRIC CORPORATION (04312)

011

Use: Truck, SUV, Reocar parts, namely engine blocks, cylinder heads, manifolds, valve covers and connecting rods; engine cover; battery charger device; battery charger; Battery

39339ZAM2 South Africa

SCHUMACHER and Design

REGISTERED ISSUED

2018222719

08/10/2018

08102018

SCHUMACHER ELECTRIC CORPORATION (04312)

011

Use: Truck, SUV, Reocar parts, namely engine blocks, cylinder heads, manifolds, valve covers and connecting rods; engine cover; battery charger device; battery charger; Battery

39339ZAM3 South Africa

SCHUMACHER and Design

REGISTERED ISSUED

2018222719

08/10/2018

08102018

SCHUMACHER ELECTRIC CORPORATION (04312)

011

Use: Truck, SUV, Reocar parts, namely engine blocks, cylinder heads, manifolds, valve covers and connecting rods; engine cover; battery charger device; battery charger; Battery

39339ZAM4 South Africa

SCHUMACHER and Design

REGISTERED ISSUED

2018222719

08/10/2018

08102018

SCHUMACHER ELECTRIC CORPORATION (04312)

011

Use: Truck, SUV, Reocar parts, namely engine blocks, cylinder heads, manifolds, valve covers and connecting rods; engine cover; battery charger device; battery charger; Battery

39339ZAM5 South Africa

SCHUMACHER and Design

REGISTERED ISSUED

2018222719

08/10/2018

08102018

SCHUMACHER ELECTRIC CORPORATION (04312)

011

Use: Truck, SUV, Reocar parts, namely engine blocks, cylinder heads, manifolds, valve covers and connecting rods; engine cover; battery charger device; battery charger; Battery

39339ZAM6 South Africa

SCHUMACHER and Design

REGISTERED ISSUED

2018222719

08/10/2018

08102018

SCHUMACHER ELECTRIC CORPORATION (04312)

011

Use: Truck, SUV, Reocar parts, namely engine blocks, cylinder heads, manifolds, valve covers and connecting rods; engine cover; battery charger device; battery charger; Battery

39339ZAM7 South Africa

SCHUMACHER and Design

REGISTERED ISSUED

2018222719

08/10/2018

08102018

SCHUMACHER ELECTRIC CORPORATION (04312)

011

Use: Truck, SUV, Reocar parts, namely engine blocks, cylinder heads, manifolds, valve covers and connecting rods; engine cover; battery charger device; battery charger; Battery

SCHEDULE 2

to

FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

See attached.

