

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HMI Industries, Inc.		12/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Talmer Bank and Trust		
Street Address:	2301 W. Big Beaver Road		
Internal Address:	Suite 525		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	State Chartered Bank: MICHIGAN		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3630378	RESTORER	
Registration Number:	3583334	GOOD FOR YOU, GOOD FOR YOUR ENVIRONMENT	
Registration Number:	3583244	GOOD FOR YOU . . . GOOD FOR YOUR ENVIRON	
Registration Number:	2651861		
Registration Number:	2320231	MEDI PURE	
Registration Number:	2050553	DEFENDER	
Registration Number:	2062855	MEDI-FILTER	
Registration Number:	1866813	MAJESTIC	
Registration Number:	1815375		
Registration Number:	2144995	ADVANTAJET	
Registration Number:	2021467	GENTLEJET	
Registration Number:	1973733	EMPRESS	
Registration Number:	1976252		
Registration Number:	1941266	PRINCESS	
Registration Number:	1838584	MINI POW-R-NOZZLE	
Registration Number:	1810559	ENVIROPURE	
Registration Number:	1753732	HEALTH-MOR INC.	
Registration Number:	1593851		

CH \$465.00 3630378

CORRESPONDENCE DATA**Fax Number:** 2165925009

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: 216-592-5000**Email:** trademarks@tuckerellis.com**Correspondent Name:** Thomas W. Ostrowski**Address Line 1:** 950 Main Avenue**Address Line 2:** Suite 1100**Address Line 4:** Cleveland, OHIO 44113

ATTORNEY DOCKET NUMBER:	13755-00023
NAME OF SUBMITTER:	Thomas W. Ostrowski
SIGNATURE:	/THOMAS W. OSTROWSKI/
DATE SIGNED:	01/04/2016

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement"), dated as of December 31, 2015, is executed and delivered by HMI INDUSTRIES, INC., a Delaware corporation ("Pledgor"), in favor of TALMER BANK AND TRUST ("Bank").

Pledgor and Bank are entering into that certain Credit and Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that Bank grant the financial accommodations to Pledgor as described in the Credit Agreement.

WHEREAS, Pledgor deems it to be in its direct pecuniary and business interests that Pledgor obtain from Bank the Commitment, as defined in the Credit Agreement, and the Loans, as defined in the Credit Agreement.

WHEREAS, Pledgor understands that Bank is willing to enter into the Credit Agreement and to grant such financial accommodations to Pledgor only upon certain terms and conditions, one of which is that Pledgor grant to Bank, a security interest in and a contingent assignment of the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation, if any, granted to Pledgor by Bank and for other valuable considerations.

NOW, THEREFORE, in consideration of the foregoing premises, to induce Bank to extend credit pursuant to the Credit Agreement, to induce Bank to extend to or for the account of Pledgor such other credit as Bank may from time to time deem advisable (all upon such terms and conditions as Bank may from time to time deem advisable), and in consideration of the foregoing and for other valuable considerations, Pledgor hereby agrees, grants, represents and warrants as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) patent registrations, patent applications, patent licenses, technology licenses, trade secrets, knowhow, trademark registrations, trademark applications, trademark licenses, tradenames, service mark registrations, service mark applications, service mark licenses, domain names, copyright registrations and copyright licenses including, but not limited to, those which are registered and listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and knowhow; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) proceeds of any of the foregoing.

“Event of Default” shall mean an event or condition that constitutes an event of default pursuant to Section 6 hereof.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Debt, Pledgor hereby agrees that Bank shall at all times have, and hereby grants to Bank, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Bank of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Bank that:

(a) Pledgor to its knowledge owns all of the Collateral (provided that in the case of any license included in the Collateral where Pledgor is a licensee, Pledgor enjoys all of the rights of a licensee thereunder) and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person; and

(c) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is in violation of Pledgor’s obligations under this Agreement other than sales, assignments, licenses or sublicenses in the ordinary course of Pledgor’s business.

5. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof, except as would not reasonably be expected to result in a Material Adverse Effect. Pledgor shall comply in all material respects with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, TM, and SM where appropriate.

6. Event of Default.

(a) The occurrence of any of the following shall constitute an “Event of Default” under this Agreement: (i) if an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; or (ii) the failure of Bank to have perfected a first priority security interest in the Collateral.

(b) Pledgor expressly acknowledges that Bank shall record this Intellectual Property Security Agreement with the United States Patent and Trademark Office in Washington, D.C. contemporaneously herewith, Pledgor shall also execute and deliver to Bank the Assignment, which Assignment shall have no force and effect and shall be held by Bank, in escrow, until the occurrence and during the continuance of an Event of Default; provided that,

anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default (unless such Event of Default has been cured or waived prior to Bank providing the notice provided for this paragraph), the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Bank in the form attached as Exhibit A hereto and upon written notice to Pledgor and thereafter Bank may, in its sole discretion, record the Assignment with the United States Patent and Trademark Office.

(c) If an Event of Default shall occur and during the continuation thereof, Pledgor irrevocably authorizes and empowers Bank to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Bank may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all commercially reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Bank shall apply such proceeds against payment of the Secured Debt. Any remainder of the proceeds, after payment in full of the Secured Debt, shall be paid to Pledgor. At any such sale or other disposition, Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. Termination At such time as the Secured Debt has been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Bank, this Agreement shall terminate and, upon request of Pledgor, Bank shall promptly, and in any event within five business days, execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Bank's security interest in and assignment of the Collateral and to preserve Pledgor's full title to the Collateral, subject to any disposition thereof that may have been made by Bank pursuant hereto.

8. Attorneys' Fees, Costs and Expenses. Any and all commercially reasonable out-of-pocket costs and expenses, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Bank in connection with the enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, as required by this Agreement, within five days of demand by Bank, and, until so paid, shall be added to the principal amount of the Secured Debt.

9. Bank's Rights to Enforce. Pledgor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Bank shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, and in any event within ten days of demand, reimburse and indemnify Bank for all actual damages, commercially reasonable costs and expenses, including attorneys'

fees incurred by Bank in connection with the provisions of this Section 9, in the event Bank elects to join in any such action commenced by Pledgor.

10. Power of Attorney. While any of the Secured Debt is outstanding and upon the occurrence and during the continuance of an Event of Default, Pledgor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Bank to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

11. Bank's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Bank may, but is not obligated to, upon advance notice to Pledgor, do so in Pledgor's name or in Bank's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Bank on demand in full for all commercially reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred by Bank in protecting, defending and maintaining the Collateral.

12. Additional Documents. Pledgor shall, upon written request of Bank, enter into such additional documents or instruments as may be reasonably required by Bank in order to effectuate, evidence or perfect Bank's interests in the Collateral as evidenced by this Agreement.

13. New Collateral. If, before the Secured Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Bank prompt written notice thereof.

14. Modification for New Collateral. Pledgor hereby authorizes Bank to modify this Agreement by amending Schedule 1 to include any existing or future Collateral as contemplated by Sections 1 and 13 hereof and, at Bank's request, Pledgor shall execute any documents or instruments reasonably required by Bank in order to modify this Agreement as provided in this Section 14, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

15. No Waiver. No course of dealing between Pledgor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Remedies Cumulative. All of the rights and remedies of Bank with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

17. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Bank, except that any modification to Schedule 1 hereto pursuant to Section 14 shall be effective without the signature of Pledgor. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control. In the event that any provision herein is deemed to be inconsistent with any provision of the Credit Agreement, the provisions of the Credit Agreement shall control.

19. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Bank. Any attempted assignment or transfer without the prior written consent of Bank shall be null and void.

20. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified in Section 10.3 of the Credit Agreement, and, if to Bank, mailed or delivered to it, addressed to the address of Bank specified in Section 10.3 of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be overnight delivery or first-class mail with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received.

21. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such Ohio court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN BANK AND PLEDGOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR

INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER AGREEMENT, INSTRUMENT OR DOCUMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY BANK'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN THIS AGREEMENT, ANY NOTE OR ANY OTHER GUARANTY OF PAYMENT, AGREEMENT, INSTRUMENT OR DOCUMENT RELATED THERETO.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

HMI INDUSTRIES, INC.

By: *[Signature]*
Name: Daniel J. Duggan
Title: PRESIDENT

ACKNOWLEDGMENTS

THE STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS:

BEFORE ME, the undersigned authority, on this day personally appeared Daniel Duggan, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said HMI INDUSTRIES, INC., a Delaware corporation, and that the undersigned executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of December, 2015.



CAROL MITROVICH
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 20, 2017

[Signature]
NOTARY PUBLIC

[Signature Page to IP Security Agreement]

SCHEDULE 1

Patents

Patent No. 6,547,856 Filter System
Patent No. 6,511,531 Room Air Filtering and Freshening Device
Patent No. 6,491,735 Furnace Filter System
Patent No. 6,488,744 Filter System
Patent No. 6,402,822 Furnace Filter System
Patent No. D455,531 Portable Vacuum Cleaner
Patent No. 6,197,096 Filter System
Patent No. D432,746 Canister Vacuum Cleaner
Patent No. 6,090,184 Filter System
Patent No. 5,837,020 Room Air Cleaner
Patent No. 5,658,362 Vacuum Cleaner and Filter Bag with Air Management
Patent No. 5,651,811 Filter System
Patent No. 5,641,343 Room Air Cleaner
Patent No. 5,603,741 Vacuum Cleaner and Filter Bag with Air Management
Patent No. 5,593,479 Filter System
Patent No. 5,572,835 Telescoping Flagpole
Patent No. 5,522,908 Filter Bag for Vacuum Cleaner
Patent No. 5,515,573 Vacuum Cleaner Canister Base Connector

Trademarks

Trademark Reg. No. 3630378 – Restorer
Trademark Reg. No. 3583334 – Good For You, Good For Your Environment
Trademark Reg. No. 3583244 – Good For You... Good For Your Environment
Trademark Reg. No. 2651861
Trademark Reg. No. 2320231 – Medi Pure
Trademark Reg. No. 2050553 – Defender
Trademark Reg. No. 2062855 – Medi-Filter
Trademark Reg. No. 1866813 – Majestic
Trademark Reg. No. 1815375
Trademark Reg. No. 2144995 – Advantajet
Trademark Reg. No. 2021467 – Gentlejet
Trademark Reg. No. 1973733 – Empress
Trademark Reg. No. 1976252
Trademark Reg. No. 1941266 – Princess
Trademark Reg. No. 1838584 – Mini Pow-R-Nozzle
Trademark Reg. No. 1810559 – Enviropure
Trademark Reg. No. 1753732 – Health-Mor Inc.
Trademark Reg. No. 1593851

Copyrights

- Copyright No. TX0005112220 - 70th anniversary majestic instruction manual
- Copyright No. VA0000990573 - American icon since 1928, Filter Queen Limited Edition
- Copyright No. TX0005451217 - Defender 4000 : medical recirculating air cleaner
- Copyright No. TX0005447737 - Defender 4000 medical recirculating air cleaner instruction manual
- Copyright No. TX0005451231 - Defender 4000 : medical recirculating air cleaner : instruction manual = Defender 4000 : purificateur medical d'air recycle : manuel d'utilisation
- Copyright No. TX0005092434 - Defender instruction manual = Defender manuel d'utilisation.
- Copyright No. TX0005079577 - Defender room air cleaner : creating a cleaner, healthier home environment
- Copyright No. TX0005079574 - Defender room air cleaner : instruction manual = Defender purificateur d'air domestique : manuel d'utilisation
- Copyright No. TX0005284112 - Distributor handbook
- Copyright No. TX0005462262 - Edge IAQS Associate Passport to success : pt. no. 2555014900
- Copyright No. TX0005462261 - Edge IAQS Distributor Passport to success : pt. no. 2555015000
- Copyright No. TX0005464482 - Edge Success Program : IAQS distributor manual
- Copyright No. TX0005017951 - Edge Success Program manual
- Copyright No. TX0005162300 - Filter Queen : an American icon since 1928
- Copyright No. TX0005079575 - Home, sick home--danger
- Copyright No. TX0005079576 - Majestic : creating a cleaner, healthier home environment
- Copyright No. TX0005451216 - Majestic : creating a cleaner, heathier home environment
- Copyright No. TX0005079578 - Majestic filter queen
- Copyright No. TX0005112221 - Majestic instruction manual
- Copyright No. VA0000981573 - Triple crown defender

Licenses

None.

DOMAIN NAMES

<u>Domain Name</u>	<u>Country</u>
FILTERQUEEN.COM.PT	Portugal
FILTER-QUEEN.NL	Netherlands
FILTERQUEEN.CH	Switzerland
FILTERQUEEN.CO.IL	Israel
FILTER-QUEEN.PS	Palestinian Territory
FILTERQUEEN.COM.PS	Palestinian Territory
FILTER-QUEEN.CN	China
FILTER-QUEEN.ASIA	Asia
FILTERQUEEN.ASIA	Asia
FILTERQUEEN.COM.GR	Greece

<u>Domain Name</u>	<u>Country</u>
FILTERQUEEN.COM.MX	Mexico
FILTERQUEEN.COM.ES	Spain
PRINCESSEXCELLENCE.JP	Japan
PRINCESSEXCELLENCE.KR	South Korea
PRINCESSMERALD.JP	Japan
FILTERQUEEN.HK	Hong Kong
FILTER-QUEEN.DK	Denmark
FILTERQUEEN.TW	Taiwan
FILTERQUEENCANADA.CA	Canada
buyfilterqueen.com	
filterqueenathome.com	
filterqueenbags.com	
filterqueenfilters.com	
filterqueenparts.com	
filterqueenstore.com	
shopfilterqueen.com	
filterqueen.com.cn	
filterqueen.net.cn	
filter-queen-defender.com	
filter-queen-majestic.com	
filter-queen-parts.com	
filterqueen.com	
health-mor.com	
healthmor.com	
indoorallergyreliefplan.com	
livebettersweepstakes.com	
myfilterqueenproducts.com	
pureopportunity.net	
thinkbigssweepstakes.com	
discoverfilterqueen.com	
filterqueencanada.com	
filterqueengenuine.com	
filterqueenopportunity.com	
hmiindustries.net	
hmiindustries.org	
hmiindustriesinc.com	
hmiindustriesinc.net	
hmiindustriesinc.org	
filterqueen.org.cn	
fqcda-intl.ca	

EXHIBIT A
FORM OF ASSIGNMENT

BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF BANK CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT BANK HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT

TALMER BANK AND TRUST

By: _____
Print: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, HMI INDUSTRIES, INC., a Delaware corporation ("Pledgor") is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of December 31, 2015 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of TALMER BANK AND TRUST ("Bank"), pursuant to which Pledgor has granted to Bank a security interest in and contingent assignment of the Collateral as security for the Secured Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Bank, its successors, transferees and assigns, all of its existing and future (a) patents, patent applications, patent licenses, technology licenses, trademark registrations, trademark applications, trademark licenses, service mark registrations, service mark applications, service mark licenses, trade names, domain names, copyright registrations and copyright licenses, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade

secrets and know-how; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) any other proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington, D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Bank, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Bank has elected to take actual title to the Collateral.

[Signature Page Follows]

SCHEDULE 1

Patents

Patent No. 6,547,856 Filter System
Patent No. 6,511,531 Room Air Filtering and Freshening Device
Patent No. 6,491,735 Furnace Filter System
Patent No. 6,488,744 Filter System
Patent No. 6,402,822 Furnace Filter System
Patent No. D455,531 Portable Vacuum Cleaner
Patent No. 6,197,096 Filter System
Patent No. D432,746 Canister Vacuum Cleaner
Patent No. 6,090,184 Filter System
Patent No. 5,837,020 Room Air Cleaner
Patent No. 5,658,362 Vacuum Cleaner and Filter Bag with Air Management
Patent No. 5,651,811 Filter System
Patent No. 5,641,343 Room Air Cleaner
Patent No. 5,603,741 Vacuum Cleaner and Filter Bag with Air Management
Patent No. 5,593,479 Filter System
Patent No. 5,572,835 Telescoping Flagpole
Patent No. 5,522,908 Filter Bag for Vacuum Cleaner
Patent No. 5,515,573 Vacuum Cleaner Canister Base Connector

Trademarks

Trademark Reg. No. 3630378 – Restorer
Trademark Reg. No. 3583334 – Good For You, Good For Your Environment
Trademark Reg. No. 3583244 – Good For You... Good For Your Environment
Trademark Reg. No. 2651861
Trademark Reg. No. 2320231 – Medi Pure
Trademark Reg. No. 2050553 – Defender
Trademark Reg. No. 2062855 – Medi-Filter
Trademark Reg. No. 1866813 – Majestic
Trademark Reg. No. 1815375
Trademark Reg. No. 2144995 – Advantajet
Trademark Reg. No. 2021467 – Gentlejet
Trademark Reg. No. 1973733 – Empress
Trademark Reg. No. 1976252
Trademark Reg. No. 1941266 – Princess
Trademark Reg. No. 1838584 – Mini Pow-R-Nozzle
Trademark Reg. No. 1810559 – Enviropure
Trademark Reg. No. 1753732 – Health-Mor Inc.
Trademark Reg. No. 1593851

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Copyright No. VA0000990573 - American icon since 1928, Filter Queen Limited Edition
Copyright No. TX0005451217 - Defender 4000 : medical recirculating air cleaner
Copyright No. TX0005447737 - Defender 4000 medical recirculating air cleaner instruction manual
Copyright No. TX0005451231 - Defender 4000 : medical recirculating air cleaner : instruction manual = Defender 4000 : purificateur medical d'air recycle : manuel d'utilisation
Copyright No. TX0005092434 - Defender instruction manual = Defender manuel d'utilisation.
Copyright No. TX0005079577 - Defender room air cleaner : creating a cleaner, healthier home environment
Copyright No. TX0005079574 - Defender room air cleaner : instruction manual = Defender purificateur d'air domestique : manuel d'utilisation
Copyright No. TX0005284112 - Distributor handbook
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Licenses

None.

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FILTERQUEEN.COM.PT	Portugal
FILTER-QUEEN.NL	Netherlands
FILTERQUEEN.CH	Switzerland
FILTERQUEEN.CO.IL	Israel
FILTER-QUEEN.PS	Palestinian Territory
FILTERQUEEN.COM.PS	Palestinian Territory
FILTER-QUEEN.CN	China
FILTER-QUEEN.ASIA	Asia
FILTERQUEEN.ASIA	Asia
FILTERQUEEN.COM.GR	Greece
FILTERQUEEN.COM.MX	Mexico
FILTERQUEEN.COM.ES	Spain

<u>Domain Name</u>	<u>Country</u>
PRINCESSEXCELLENCE.JP	Japan
PRINCESSEXCELLENCE.KR	South Korea
PRINCESSMERALD.JP	Japan
FILTERQUEEN.HK	Hong Kong
FILTER-QUEEN.DK	Denmark
FILTERQUEEN.TW	Taiwan
FILTERQUEENCANADA.CA	Canada
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filterqueen.com.cn	
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filter-queen-defender.com	
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filter-queen-parts.com	
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thinkbigssweepstakes.com	
discoverfilterqueen.com	
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