

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ilpea Industries, Inc.		03/02/2017	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	PNC Bank		
Street Address:	300 Fifth Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	National Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1373777	OEM	
Registration Number:	0809201	CORFLO	
Registration Number:	0860446	POWER MOLD	
CORRESPONDENCE DATA			
Fax Number:	2164798386		
<i>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.</i>			
Phone:	2164798386		
Email:	rebecca.gallagher@squirepb.com		
Correspondent Name:	Steven M. Auvil		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Steven M. Auvil		
SIGNATURE:	/s/ Steven M. Auvil		
DATE SIGNED:	03/02/2017		
Total Attachments: 11			
source=Patent Trademark and Copyright Security Agreement#page1.tif			
source=Patent Trademark and Copyright Security Agreement#page2.tif			
source=Patent Trademark and Copyright Security Agreement#page3.tif			
source=Patent Trademark and Copyright Security Agreement#page4.tif			

OP \$90.00 1373777

source=Patent Trademark and Copyright Security Agreement#page5.tif
source=Patent Trademark and Copyright Security Agreement#page6.tif
source=Patent Trademark and Copyright Security Agreement#page7.tif
source=Patent Trademark and Copyright Security Agreement#page8.tif
source=Patent Trademark and Copyright Security Agreement#page9.tif
source=Patent Trademark and Copyright Security Agreement#page10.tif
source=Patent Trademark and Copyright Security Agreement#page11.tif

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this “Security Agreement”) is made and entered into as of this 2nd day of March, 2017, by and among each of ILPEA PARENT INC., a Delaware corporation (the “Borrower”), ILPEA INDUSTRIES, INC., a Indiana corporation (“ILPEA US”) and each of the other grantors party hereto from time to time (together with the Borrower and ILPEA US, each a “Grantor” and collectively, the “Grantors”), and PNC BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as Administrative Agent under and pursuant to the Credit Agreement, hereinafter defined (the “Secured Party”). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

Recitals:

A. The Borrower; the other Grantors; the Lenders party thereto as the “Lenders”, PNC Bank, National Association, as the “Administrative Agent,” the “Swing Lender” and the “Issuing Lender”, are the parties to that certain Credit Agreement as of even date herewith (as amended, supplemented and replaced from time to time, the “Credit Agreement”).

B. It is a condition precedent to the effectiveness of the Credit Agreement that each Grantor execute and deliver this Security Agreement.

C. This Security Agreement is made for the benefit of the Administrative Agent, the Issuing Lender, the Swing Lender, the Lenders, any Lenders or their Affiliates from time to time providing Lender Provided Foreign Currency Hedges, Lender Provided Interest Rate Hedges or Other Lender Provided Financial Service Products (collectively, and including the successors and assigns of each, the “Secured Creditors”) to secure the Secured Obligations (defined below).

Agreements:

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Secured Party hereby agree as follows:

1. INCORPORATION OF CREDIT AGREEMENT. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference.

2. SECURITY INTEREST IN PATENTS, TRADEMARKS, COPYRIGHTS, ETC. Each Grantor hereby grants to the Secured Party a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with (upon and during the continuance of an Event of Default) power of sale to the extent permitted by applicable law, all of such Grantor’s right, title and interest in all U.S. and foreign patents, trademarks, copyrights, trade names, assumed names, service marks, patent applications, trademark applications, trade name applications, service mark applications, copyright applications, design rights and trade secrets and the inventions and improvements described and claimed in the patents and patent applications (together with the items described in Clauses (a) through (d), below, the “Proprietary Collateral”), whether now owned or existing and filed or

hereafter acquired or arising and filed, including, without limitation, the Proprietary Collateral listed on Exhibit A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world.

3. OBLIGATIONS AND LIABILITIES SECURED. The security interests of the Secured Party under this Security Agreement secure any and all of the Obligations, including, without limitation, any Loan Party's indebtedness and other obligations in respect of the following: (a) all principal of and interest on Loans or advances or other extensions of credit to or for the benefit of the Borrower, which such Loans or advances may be evidenced by promissory notes (the "Notes", such term to include all notes and other instruments or securities issued in exchange therefor or in replacement thereof); (b) all Letter of Credit Obligations; (c) all obligations arising in connection with Other Lender Provided Financial Service Products; (d) all Foreign Currency Hedge Liabilities and all Interest Rate Hedge Liabilities; (e) all commitment fees and other amounts from time to time owing to the Secured Creditors under or in connection with the Credit Agreement, the Security Agreement, any Guaranty, the Mortgages or any other Loan Document; (f) all costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by the Secured Creditors in the collection of any or all amounts due and payable under the Credit Agreement and in the enforcement of their rights under the Credit Agreement, the Notes, any Guaranty Agreement, the Security Agreement, any Mortgage or any other Loan Document, in all cases, to the extent and as provided for in the Credit Agreement and such other Loan Documents; and (g) to the extent not otherwise addressed above, all other Obligations (all of which are referred to herein collectively as the "Secured Obligations").

4. NEW PATENTS, TRADEMARKS, COPYRIGHTS, ETC. If, prior to the termination of this Security Agreement, any Grantor shall (a) obtain rights to any new patentable inventions, (b) become entitled to the benefit of any patent, trademark, copyright, trade name, service mark, patent application, trademark application, service mark application, license or any reissue, division, continuation, renewal, extension or continuation in part of any of the same or any improvement on any of the same, the provisions of Paragraph 2, above, shall automatically apply thereto and such patents, trademarks, trade names, service marks, patent applications, trademark applications, service mark applications, licenses, etc. shall automatically become Proprietary Collateral hereunder and shall be subject to the security interests described herein. The applicable Grantor shall give to the Secured Party written notice of the events described in clauses (a) and (b) of the preceding sentence on a quarterly basis concurrently with the delivery of the financial statements for such quarter pursuant to Section 8.3.1 of the Credit Agreement. Each Grantor hereby authorizes the Secured Party to modify this Security Agreement by amending Exhibit A to include any future patents, trademarks, copyrights, trade names, service marks, patent applications, trademark applications, service mark applications and such Grantor agrees to execute any agreements, documents or instruments reasonably requested by the Secured Party to effectuate such amendment.

5. ROYALTIES; TERM. Each Grantor hereby agrees that the use by the Secured Party of the Proprietary Collateral as authorized hereunder shall be co-extensive with such Grantor's rights thereunder and in respect thereof and without any liability for royalties or other related charges from the Secured Party to such Grantor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration or termination of each item of Proprietary Collateral assigned hereunder, or (b) the date on which all "Collateral" (as defined in

the Credit Agreement) has been released pursuant to the terms of the Credit Agreement and the other Loan Documents.

6. TERMINATION OF SECURITY INTEREST. This Security Agreement is made for collateral security purposes only. Upon release of all of the Collateral pursuant to the provisions of the Credit Agreement, this Security Agreement shall terminate, and the Secured Party shall promptly execute and deliver to the Grantors, at the Grantors' expense, all termination statements and other instruments as may be necessary or proper to terminate the Secured Party's security interest in the Proprietary Collateral subject to any disposition thereof which may have been made by the Secured Party pursuant to this Security Agreement, the Credit Agreement or any of the other Loan Documents.

7. DUTIES OF THE GRANTORS. Each Grantor shall have the duty (a) to prosecute diligently any patent application, trademark application and service mark applications that are part of the patents, trademarks or service marks pending as of the date hereof and thereafter until the termination of this Security Agreement; (b) to make application on unpatented but patentable inventions, as such Grantor deems appropriate; (c) to take reasonable steps to preserve and maintain all of such Grantor's rights in any material Proprietary Collateral, including, without limitation, as appropriate, the use in interstate commerce, the timely payment of fees and the making of filings; and (d) not to divest itself of any right under any Proprietary Collateral, in each case unless such Proprietary Collateral is obsolete, no longer used in the operation of the business of such Grantor or replaced. Any expense incurred in connection with the foregoing shall be borne by the Grantors jointly and severally. The Grantor shall not abandon any material pending patent application, trademark application, service mark application or patent, trademark, copyright, trade name or service mark encumbered hereby and material to the operation or value of the business of the Grantor without the prior written consent of the Secured Party.

8. INFRINGEMENT. Each Grantor represents and warrants to the Secured Party that such Grantor owns and possesses, and will own or possess continuously throughout the term of this Security Agreement, the valid right to use the Proprietary Collateral, without any known conflict with the rights of others, and no litigation or proceeding is pending, or, to the best knowledge of the Grantor, threatened against such Grantor, which might, if successful, adversely affect such Grantor's interest in the Proprietary Collateral in any material respect.

9. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that it is the true and lawful owner or licensee of the Proprietary Collateral listed in the Exhibits attached hereto and that, to such Grantor's knowledge, said listed Proprietary Collateral constitute all the patents, patent applications, trademarks, copyrights, service marks and other Proprietary Collateral registered in the United States Patent and Trademark Office, United States Copyright Office, as applicable, that such Grantor now owns or uses in connection with its business.

10. WAIVERS. No course of dealing between any Grantor and the Secured Party, and no failure to exercise or delay in exercising on the part of the Secured Party any right, power or privilege hereunder, under the Credit Agreement or any of the other Loan Documents, shall operate as a waiver of any of the Secured Party's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder, under the Credit Agreement or under any other Loan Document shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

11. SECURED PARTY'S EXERCISE OF RIGHTS AND REMEDIES UPON AN EVENT OF DEFAULT.

(a) An "Event of Default" under this Security Agreement shall be deemed to exist if there shall exist and be continuing any event, condition or thing which constitutes an Event of Default under the Credit Agreement or any other Loan Document, including, without limitation, any Grantor's default in the timely performance of all of its obligations and covenants hereunder (subject to the notice and cure provisions of Section 9.1.4 of the Credit Agreement).

(b) Upon and during the continuance of an Event of Default, the Secured Party may (to the extent permitted by law) exercise any and all rights and remedies provided in this Security Agreement, the Credit Agreement, the other Loan Documents, at law and in equity. In connection therewith, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the patents, trademarks, copyrights or service marks secured hereby and, if the Secured Party shall commence any such suit, each Grantor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement. Each Grantor shall, upon demand, promptly reimburse the Secured Party for all costs and other expenses including, without limitation, attorneys' fees and expenses, incurred by the Secured Party in the exercise of its rights under this Paragraph. The foregoing obligation shall be a joint and several obligation of the Grantors.

(c) Without limiting the generality of subparagraph (b), above, if an Event of Default shall occur and be continuing, the Secured Party may by written notice to the applicable Grantor take any or all of the following actions: (i) declare the entire right, title and interest of such Grantor in each of the patents, copyrights, trademarks and other Proprietary Collateral vested, in which event such right, title and interest shall immediately vest in the Secured Party, in which case such Grantor agrees to execute an assignment in form and substance reasonably satisfactory to the Secured Party or all its right, title, and interest to such Proprietary Collateral to the Secured Party; (ii) take and practice, use or sell the Proprietary Collateral; and (iii) direct such Grantor to refrain, in which event such Grantor shall refrain, from using or practicing the Proprietary Collateral directly or indirectly, and such Grantor shall execute such other and further documents as the Secured Party may request further to confirm this and to transfer ownership of the Proprietary Collateral to the Secured Party.

12. SEVERABILITY. The provisions of this Security 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 Security Agreement in any jurisdiction.

13. MODIFICATION. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

14. CUMULATIVE REMEDIES; POWER OF ATTORNEY. All of the Secured Party's rights and remedies in respect of the Proprietary Collateral whether established hereby, by the Credit Agreement, by any of the Loan Documents or by law, shall be cumulative and may be exercised singularly or concurrently. Upon and during the continuance of an Event of Default, each Grantor hereby constitutes and appoints the Secured Party its true and lawful attorney, with full power of substitution, with power to (a) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in

the use of the Proprietary Collateral, (b) take any other actions in respect of the Proprietary Collateral as the Secured Party deems in the best interest of the Secured Party, (c) grant or issue any exclusive or non-exclusive license under the Proprietary Collateral to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Proprietary Collateral to anyone. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the "Collateral" (as such term is defined and used in the Credit Agreement) shall have been released pursuant to the terms of the Credit Agreement. Each Grantor hereby acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Credit Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given to it by the terms of this Security Agreement, all rights and remedies allowed by law and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Proprietary Collateral may be located or deemed located.

15. APPLICATION OF PROCEEDS. All Collateral and proceeds of Collateral obtained and realized by the Secured Party from the exercise of remedies hereunder or under any other documents relating to this Agreement shall, unless otherwise required by the terms of the other Loan Documents or by applicable law, be applied as provided in Section 9.2.4 of the Credit Agreement.

16. AGENT. The Secured Party will hold in accordance with this Security Agreement all items of the Collateral at any time received under this Security Agreement. The acceptance by the Secured Party of this Security Agreement, with all the rights, powers, privileges and authority so created, shall not at any time or in any event obligate the Secured Party to appear in or defend any action or proceeding relating to the Collateral to which it is not a party, or to take any action hereunder or thereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Collateral. By accepting the benefits of this Security Agreement, each Secured Creditor acknowledges and agrees that the rights and obligations of the Secured Party shall be as set forth in Section 10 of the Credit Agreement. Notwithstanding anything to the contrary contained in Section 10 of the Credit Agreement, this Paragraph 16, and the duties and obligations of the Secured Party set forth herein, may not be amended or modified without the consent of the Administrative Agent.

17. ENFORCEMENT ON BEHALF OF SECURED CREDITORS. The Secured Creditors agree by their acceptance of the benefits hereof that this Security Agreement may be enforced on their behalf only by the action of the Secured Party, acting upon the instructions of the Required Lenders and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Security Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Secured Party, for the benefit of the Secured Creditors, upon the terms of this Security Agreement.

18. BINDING EFFECT; BENEFITS. This Security Agreement shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a Subsidiary, a receiver, trustee or debtor-in-possession of or for the Grantor.

19. GOVERNING LAW. This Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York (without reference to the

conflicts of law principles thereof other than Section 5-1401 of the New York General Obligations Law).

20. NOTICES. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 11.5 of the Credit Agreement.

21. SECURED PARTY'S DUTY. The Secured Party shall have no duty in respect of the Proprietary Collateral. Without limiting the generality of the foregoing, the Secured Party shall be under no obligation to take any steps necessary to preserve rights in the Proprietary Collateral against any other parties, but (upon and during the continuance of an Event of Default) may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Grantors and added to the Secured Obligations secured hereby.

22. SECTION HEADINGS. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

23. JURY TRIAL WAIVER. EACH GRANTOR AND THE SECURED PARTY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG ANY GRANTOR AND THE SECURED PARTY, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY NOTE, GUARANTY OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, WITH THE CREDIT AGREEMENT OR WITH THE TRANSACTIONS RELATED THERETO.

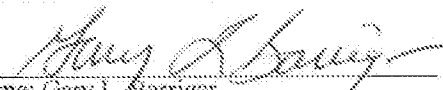
24. COUNTERPARTS; SIGNATURES. This Security Agreement may be executed manually, by electronic transmission or by facsimile by the parties hereto, in any number of counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

[Signatures Follow on Next Page]

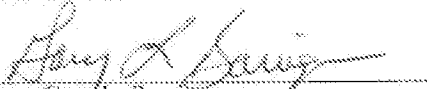
IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first above written.

GRANTORS:

ILPEA INDUSTRIES, INC.


Name: Gary L. Barrigar
Title: Vice President of Finance and Secretary

ILPEA PARENT INC.


Name: Gary L. Barrigar
Title: Secretary

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

.....
Name:
Title:

[Signature Page to Patent, Trademark and Copyright Security Agreement]

010-8435-3120/AMERICAS

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first above written.

GRANTORS:

ILPEA INDUSTRIES, INC.

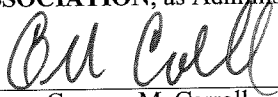
Name: Gary L. Barrigar
Title: Vice President of Finance and
Secretary

ILPEA PARENT INC.

Name: Gary L. Barrigar
Title: Secretary

SECURED PARTY:

**PNC BANK, NATIONAL
ASSOCIATION, as Administrative Agent**



Name: Gregory M. Carroll
Title: Senior Vice President

[Signature Page to Patent, Trademark and Copyright Security Agreement]

010-8435-3220/AMERICAS

**TRADEMARK
REEL: 005998 FRAME: 0877**

EXHIBIT A

SCHEDULE OF PROPRIETARY COLLATERAL

Schedule of Patents

Patents

<u>Grantor</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Description</u>
Ilpea Industries, Inc.	<u>USA</u>	Pat. No. 7,823,331	11/2/2010	French Door Seal Having a Magnetic Pair
Ilpea Industries, Inc.	<u>USA</u>	Pat. No. 7,114,293	10/3/2006	Magnetic door sweep and magnetic threshold assembly


Patent Applications

<u>Grantor</u>	<u>Country</u>	<u>Application No.</u>	<u>File Date</u>	<u>Description</u>
None				

[Exhibit A to Patent, Trademark and Copyright Security Agreement]

Schedule of Trademarks

Trademarks

<u>Grantor</u>	<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
Ilpea Industries, Inc.	1,373,777 (USA)	12/3/1985	
Ilpea Industries, Inc.	0,809,201 (USA)	5/31/1966	CORFLO
Ilpea Industries, Inc.	0,860,446 (USA)	11/19/1968	POWER MOLD
Ilpea Industries, Inc.	1644623 (Mexico)	06/09/2016	HOLM INDUSTRIES
Ilpea Industries, Inc.	1644624 (Mexico)	06/09/2016	HOLM INDUSTRIES

Trademark Applications

Grantor Application No. File Date Mark

None

[Exhibit A to Patent, Trademark and Copyright Security Agreement]

Schedule of Copyrights

Copyrights

<u>Grantor</u>	<u>Registration No.</u>	<u>Country</u>	<u>Title</u>	<u>Issuer Date</u>
None				

Copyright Applications

<u>Grantor</u>	<u>Registration No.</u>	<u>Country</u>	<u>Title</u>	<u>Application Date</u>
None				

[Exhibit A to Patent, Trademark and Copyright Security Agreement]

010-8435-3220/2/AMERICAS

RECORDED: 03/02/2017

TRADEMARK
REEL: 005998 FRAME: 0880