

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441066

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Will-Burt Company		08/25/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1300 East Ninth Street		
Internal Address:	13th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	3458859	ACCUPOINT	
Registration Number:	4570149	ANTENNAMAST	
Registration Number:	1883427	AUTO STOW	
Registration Number:	4889863		
Registration Number:	4573163	COBRA	
Registration Number:	4573164	COBRA	
Registration Number:	2180463	D-TEC	
Registration Number:	3172583	D-TEC II	
Registration Number:	4276704	EXPEDITION SERIES	
Registration Number:	1989314	EZ RAZE	
Registration Number:	4597216	INFLEXION	
Registration Number:	4541748	LINX	
Registration Number:	4706553	MOBILE SENTRY	
Serial Number:	74585892	NIGHT SCAN	
Registration Number:	3036836	NIGHTSCAN POWERLITE	
Serial Number:	87200823	NIGHTSCAN SCOUT	
Registration Number:	5028065	POSITION IT	
Registration Number:	4187339	RANGER	

OP \$715.00 3458859

Property Type	Number	Word Mark
Registration Number:	4187335	RANGER PACK
Registration Number:	4739885	SNAP DRAGON
Registration Number:	4739886	SNAP DRAGON
Registration Number:	1740491	STILETTO
Registration Number:	4283686	STILETTO
Registration Number:	2379212	TAC STICK
Registration Number:	4195202	THE EXPEDITION SERIES
Registration Number:	2933311	WB
Registration Number:	2933298	WILL-BURT
Registration Number:	2492469	QUICK-TURN

CORRESPONDENCE DATA

Fax Number: 2163634588

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: 216-363-4677

Email: trademark@beneschlaw.com

Correspondent Name: Duncan H. Poirier

Address Line 1: Benesch Friedlander Coplan & Aronoff LLP

Address Line 2: 200 Public Square, Suite 2300

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 47374-1

NAME OF SUBMITTER: Duncan H. Poirier

SIGNATURE: /Duncan H. Poirier/

DATE SIGNED: 08/29/2017

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated or otherwise modified from time to time, this "**Agreement**") is entered into as of August 25, 2017 between THE WILL-BURT COMPANY, an Ohio corporation (the "**Grantor**") and JPMORGAN CHASE BANK, N.A. (the "**Lender**").

Reference is made to (a) that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Credit Agreement**") among Grantor, certain other Loan Parties (as defined therein) and Lender, and (b) that certain Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among Grantor, certain other Loan Parties and Lender. Lender has agreed to extend credit to the Borrowers (as defined in the Credit Agreement) subject to the terms and conditions set forth in the Credit Agreement. Grantor is willing to execute and deliver this Agreement in order to induce Lender to enter into the Credit Agreement, the Security Agreement and certain other Loan Documents (as defined in the Credit Agreement). Accordingly, the parties hereto agree as follows:

1) **Terms.**

Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

2) **Grant of Security Interest.**

To secure the prompt payment and performance, in full when due of the Secured Obligations, Grantor hereby grants to Lender a security interest (the "**Security Interest**") in all of Grantor's right, title and interest in, to and under Collateral consisting of any Intellectual Property arising under the laws of the United States or Canada now owned or at any time hereafter acquired by Grantor, including those registered or applied for Trademarks listed on Schedule A and Patents listed on Schedule B; provided that no security interest is granted on any intent-to-use trademark applications or patent applications filed in the Canadian Intellectual Property Office or the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or patent applications under applicable Requirements of Law (collectively, the "**Intellectual Property Collateral**"). Grantor (a) authorizes and requests that the Commissioner for Trademarks record this Agreement, and (b) authorizes and agrees that Lender may record this Agreement with the United States Patent and Trademark Office.

3) **Security Agreement.**

The Security Interest granted to Lender herein is granted in furtherance, and not in limitation, of the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4) **Recordation; New Intellectual Property Collateral.**

Grantor authorizes and requests that the commissioner, registrar or any other applicable government officer of the Canadian Intellectual Property Office record this Agreement, and authorizes and agrees that Lender may record this Agreement with the United States Patent and

Trademark Office. If Grantor shall obtain rights to any new Intellectual Property Collateral, the provisions of Sections 2 and 3 hereof shall automatically apply thereto as if the same were identified on Schedules A and/or B attached hereto and made a part hereof as of the date hereof, and Grantor shall give Lender written notice thereof. Grantor hereby authorizes Lender to modify this Agreement by amending Schedules A and/or B to include any future Intellectual Property Collateral as contemplated by Section 2 and this Section 4 and, at Lender's request, Grantor shall execute any documents or instruments reasonably required by Lender in order to modify this Agreement as provided in this Section 4, provided that any such modification to Schedules A and/or B shall be effective without the signature of Grantor. Grantor hereby acknowledges that Lender may refile or re-record this Agreement with the United States Patent and Trademark Office, together with any such modification to Schedules A and/or B.

5) Event of Default.

Grantor shall also execute and deliver to Lender the Assignment in substantially the form of Exhibit A, which Assignment shall have no force and effect and shall be held by Lender in escrow, until the occurrence of an Event of Default beyond any applicable cure periods; 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 of an Event of Default beyond any applicable cure periods, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Lender in such Assignment and upon written notice to Grantor and thereafter Lender may, in its discretion, record the Assignment with the United States Patent and Trademark Office.

6) Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

7) Termination.

Upon the termination of the Security Agreement in accordance with its terms, or any disposition of the Intellectual Property Collateral in a transaction permitted under the Credit Agreement, following a written request therefor, the Lender shall execute, acknowledge, and deliver to Grantor (at Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the applicable Intellectual Property Collateral under this Agreement and take any other actions reasonably requested by Grantor to effect such release.

8) Governing Law.

This Agreement is made under and shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Ohio, but giving effect to federal laws applicable to national banks.

9) Language.

The parties hereto have expressly requested that this Agreement and all related documents be drawn up in the English language. *À la demande expresse des parties aux présentes, cette convention et tout document y afférent ont été rédigés en langue anglaise.*

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE WILL-BURT COMPANY

Per: _____

Name: Jeffrey O. Evans

Title: President

[Signature Page – IP Security Agreement (Will-Burt Company) – Chase/Will-Burt]

JPMORGAN CHASE BANK, N.A.

Per: *Jennifer L. Medzi*

Name: Jennifer L. Medzi

Title: Authorized Officer

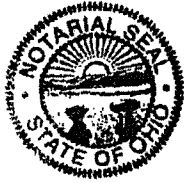
[Continuation of Signature Page – IP Security Agreement (Will-Burt Company) – Chase/Will-Burt]

TRADEMARK
REEL: 006143 FRAME: 0134

STATE OF OHIO)
) SS:
COUNTY OF Wayne)

BEFORE ME, the undersigned authority, on this day personally appeared Jeffrey O. Evans, President, known to me to be the person and officer whose name is subscribed to the foregoing agreement and acknowledged to me that the same was the act of THE WILL-BURT COMPANY, an Ohio corporation, and that he 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 24 day of August 2017.



Daniel P. Calvin
Notary Public, State of Ohio
My Commission Has No Expiration

D P C
Notary Public
My commission expires: never

**SCHEDULE A
TRADEMARKS**

See attached.

[Schedule A]



The Will-Burt Company Trademarks

Trademark	Country	Application No.	File Date	Registration #	Registration Date	Status
ACCUPOINT	USA	77/102,717	02/08/07	3458859	07/01/08	Registered
ANTENNA MAST (Stylized)	USA	86/028,828	08/05/13	4,570,149	07/15/14	Registered
AUTO STOW	Canada	762450	08/24/94	TMA 455915	03/22/96	Registered
AUTO STOW	Great Britain	1582253	08/19/94	1582253	09/08/95	Registered
AUTO STOW	Mexico	211877	09/13/94	479010	11/09/94	Registered
AUTO STOW	USA	74/499,520	03/14/94	1883427	03/14/95	Registered
Cat's Head Design	USA	85/887,987	03/27/13	4,889,863	01/19/16	Registered
COBRA	USA	85/820,325	01/10/13	4573163	07/22/14	Registered
COBRA & Design	USA	85/820,446	01/10/13	4,573,164	07/22/14	Registered
D-TEC	Australia	746268	10/14/97	746268	06/29/98	Registered
D-TEC	Canada	859491	10/23/97	TMA522494	01/28/00	Registered
D-TEC	European Community	830901	05/22/98	830901	10/04/99	Registered
D-TEC	USA	75/315,302	06/26/97	2180463	08/11/98	Registered
D-TEC II	USA	78/713,915	09/15/05	3172583	11/14/06	Registered
EASY HOME	Canada	1031927	10/12/99	TMA559027	03/12/02	Registered
EXPEDITION SERIES (Stylized)	European Community	10386449	11/02/11	1,386,449	04/10/12	Registered
EXPEDITION SERIES (Stylized)	USA	85/428,979	09/22/11	4,276,704	01/15/13	Registered
EZ RAZE	USA	74/618,368	01/05/95	1889314	07/23/96	Registered
INFLEXION	USA	86/194,175	02/14/14	4597216	09/02/14	Registered
LINK	USA	85/873,463	03/12/13	4,541,748	06/03/14	Registered
MOBILE SENTRY	USA	86/181,072	01/31/14	4,706,553	03/24/15	Registered
NIGHT SCAN	Benelux	841592	01/31/95	565927	11/06/95	Registered
NIGHT SCAN	China	3356747	11/04/02	3356747	02/07/04	Registered
NIGHT SCAN	China	5700246	06/29/05	5700246	09/07/09	Registered
NIGHT SCAN	European Community	2866168	10/01/02	2866168	07/01/04	Registered
NIGHT SCAN	Great Britain	2009860	02/01/95	2009860	12/08/95	Registered
NIGHT SCAN	Japan	117410/1999	12/22/99	4511003	10/05/01	Registered
NIGHT SCAN	Mexico	224168	02/10/95	491334	05/11/95	Registered
NIGHT SCAN	South Korea	4019950004237	02/10/95	4003594510000	04/09/97	Registered
NIGHT SCAN	USA	74/585,892	10/14/94	192793	09/26/95	Registered
NIGHTSCAN FEATHERLITE	Canada	1138696	04/24/02	TMA666664	06/28/06	Registered
NIGHTSCAN POWERLITE	USA	78/453,795	07/21/04	3036836	12/27/05	Registered



The Will-Burt Company Trademarks

Trademark	Country	Application No.	File Date	Registration #	Registration Date	Status
NIGHTSCAN SCOUT	USA	87/200,823	10/12/16			Pending
POSITIONIT and Design	USA	86/614,200	04/29/15	5,028,065	08/23/16	Registered
QUICK-TURN	USA	76/127,871	09/14/00	2492469	09/25/01	Registered
RANGER	European Community	9418609	10/03/10	9418609	04/12/11	Registered
RANGER	USA	85/128,126	09/13/10	4187339	08/07/12	Registered
RANGER PACK	Community Trademark	9418591	10/03/10	9418591	03/11/11	Registered
RANGER PACK	USA	85/126,909	09/10/10	4187335	08/07/12	Registered
RECON	European Community	9418617	10/03/10	9418617	07/27/12	Registered
SNAP DRAGON	USA	86/070,094	09/20/13	4,739,885	05/19/15	Registered
SNAP DRAGON (Stylized)	USA	86/070,099	09/20/13	4,739,886	05/19/15	Registered
STILETTO	Australia	1456609	10/31/11	1456609	06/19/12	Registered
STILETTO	European Community	10386481	11/02/11	10386481	04/10/12	Registered
STILETTO	USA	74/144,975	03/06/91	1,740,491	12/15/92	Registered
STILETTO (Stylized)	Australia	1456613	10/31/11	1456613	05/10/12	Registered
STILETTO (Stylized)	European Community	10386514	11/02/11	10386514	04/17/12	Registered
STILETTO (Stylized)	USA	85/429,017	09/22/11	4,283,686	01/29/13	Registered
TAC	Canada	1043991	04/26/00	TMA559836	04/03/02	Registered
TAC STICK	Canada	1041843	04/07/00	TMA 559810	04/03/02	Registered
TAC STICK	China P. R.	99 00153086	12/17/99	1566235	05/06/01	Registered
TAC STICK	European Community	1402106	11/29/99	1402106	12/22/00	Registered
TAC STICK	USA	75/732,384	06/18/99	2379212	08/22/00	Registered
THE EXPEDITION SERIES	European Community	9418625	10/03/10	9418625	03/11/11	Registered
THE EXPEDITION SERIES	USA	85/126,806	09/10/10	4195202	08/02/12	Registered
TRI-COM (Stylized)	CA	1075136-00	18-09-2000	TMA569118	18-10-2002	Registered
TRI-COM MOBILE MAST	CA	1075135-00	18-09-2000	TMA573594	14-01-2003	Registered
VELOCIRAPTOR (Stylized)	Australia	1460318	11/185/11	1460318	10/11/12	Registered
VELOCIRAPTOR (Stylized)	European Community	10434066	11/22/11	10434066	04/26/12	Registered
WB (Stylized)	USA	78/385,658	03/17/04	2933311	03/15/05	Registered



The Will-Burt Company Trademarks

Trademark	Country	Application No.	File Date	Registration #	Registration Date	Status
WILL-BURT	USA	78/384,998	03/16/04	2933298	03/15/05	Registered

**SCHEDULE B
PATENTS**

See attached.

[Schedule B]

**TRADEMARK
REEL: 006143 FRAME: 0140**



The Will-Burt Company Patents

Title	Country	Application No.	App. Date	Patent No.	Grant Date
Extended Mast Arrangement Having A Coded Remote Control System	USA	09/920,598	08/02/01	6582105	06/24/03
Hand Held Current Sensing Device	USA	29/388,024	03/23/11	D666113	08/28/12
Heavy Duty Field Mast	USA	11/123,705	05/04/05	7497140	03/03/09
ISO Container	USA	11/254,343	10/20/05	7334697	02/26/08
ISO Fittings for Composite Structures	USA	10/610,010	06/30/03	7059488	06/13/06
Lockdown Mechanism for an Electric Drive Screw Telescoping Mast System	Canada	2825636	01/12/12		
Lockdown Mechanism for an Electric Drive Screw Telescoping Mast System	USA	13/013,037	01/25/11	8922451	12/30/14
Low Profile Lift Mounting Arrangement for Telescoping Mast	USA	09/384,071	08/26/99	6299336	10/09/01
Low Profile Lift Mounting Arrangement for Telescoping Mast	China	00124072.2	08/25/00	ZL00124072.2	09/03/03
Mast Safety Restraint Mechanism	Australia	2013252842	03/21/13	2013252842	05/25/17
Mast Safety Restraint Mechanism	Europe	13780723.6	03/21/13		
Mast Safety Restraint Mechanism	USA	13/455,512	04/25/12	8979072	03/17/15
Pneumatic Non-Locking Low-Profile Telescoping Masts	PCT	PCT/US2016/26629	04/08/16		
Pneumatic Non-Locking Low-Profile Telescoping Masts	USA	15/094,141	04/08/16	9520642	12/13/16
Pneumatic Telescoping Mast	USA	10/264,105	10/03/02	6767115	07/27/04
Pneumatically Telescoping Mast Having Lighting and DC Operated Controls	Canada	2561862	04/26/05	2561862	02/02/10
Pneumatically Telescoping Mast Having Lighting and DC Operated Controls	Europe	5738963.7	04/26/05		
Pneumatically Telescoping Mast Having Lighting and DC Operated Controls	USA	13/188,874	07/22/11	8237306	08/07/12
Pneumatically Telescoping Mast Having Lighting and DC Operated Controls	USA	10/950,829	09/27/04	7989979	08/02/11
Pneumatically Telescoping Mast With Dual Mode Remote Control	Europe	08746054.9	04/17/08	EP2140436	06/21/17
Pole Alarm System	USA	09/165,380	10/02/98	6104305	08/15/00
Pole Alarm System	USA	09/440,071	11/1599	6133841	10/17/00
Pole Alarm System	USA	09/627,912	07/27/00	6252513	06/26/01

Updated by Deborah Douglas September 2011



The Will-Burt Company Patents

Title	Country	Application No.	App. Date	Patent No.	Grant Date
Rapid Deployment and Retractor Telescoping Mast	Canada	2812936	06/14/11		
Rapid Deployment and Retractor Telescoping Mast	Denmark	11829718.3	06/14/11	EP2622152	01/13/16
Rapid Deployment and Retractor Telescoping Mast	Europe	11829718.3	06/14/11	EP2622152	01/13/16
Rapid Deployment and Retractor Telescoping Mast	France	11829718.3	06/14/11	EP2622152	01/13/16
Rapid Deployment and Retractor Telescoping Mast	Germany	11829718.3	06/14/11	602011022712.2	01/13/16
Rapid Deployment and Retractor Telescoping Mast	Norway	11829718.3	06/14/11	EP2622152	01/13/16
Rapid Deployment and Retractor Telescoping Mast	Turkey	11829718.3	06/14/11	201601684	01/13/16
Rapid Deployment and Retractor Telescoping Mast	USA	12/940,510	11/05/10	8534004	09/17/13
Retractable Web Column	USA	09/014,391	01/27/98	6112474	09/05/00
Sliding Locking Actuator for Locking Mechanism	USA	14/211,200	03/14/14	9003719	04/14/15
Strap Driven Field Mast	Europe	8746516.7	04/22/08	EP2212492	06/21/17
Strap Driven Field Mast	USA	11/977,257	10/24/07	7768473	08/03/10
Support Bearing Assembly	China	200580049420.8	10/21/05	ZL200580049420.8	12/07/11
Support Bearing Assembly	Europe	05811916.5	10/21/05	EP1856351	07/17/13
Support Bearing Assembly	France	05811916.5	10/21/05	EP1856351	07/17/13
Support Bearing Assembly	Germany	05811916.5	10/21/05	EP1856351	07/17/13
Support Bearing Assembly	Italy	05811916.5	10/21/05	EP1856351	07/17/13
Support Bearing Assembly	United Kingdom	05811916.5	10/21/05	EP1856351	07/17/13
Support Bearing Assembly	USA	11/253,457	10/19/05	8887450	11/18/14
Telescoping Mast with Integral Payload	USA	09/283,843	03/31/99	RE37,559	02/26/02
Toggle Latch for Sequentially Extended Mechanical Mast	Australia	2012/332238	11/02/12	2012332238	12/24/15
Toggle Latch for Sequentially Extended Mechanical Mast	Canada	2854456	11/02/12		

Updated by Deborah Douglas September 2011



WILL-BURT

The Will-Burt Company Patents

Title	Country	Application No.	App. Date	Patent No.	Grant Date
Toggle Latch for Sequentially Extended Mechanical Mast	Europe	1284654.9	11/02/12		
Toggle Latch for Sequentially Extended Mechanical Mast	Japan	2014-541121	11/02/12		
Toggle Latch for Sequentially Extended Mechanical Mast	USA	14/246,535	04/07/14	9574590	02/21/17
Tripod & Transport Pack Assembly	USA	12/884,918	09/17/10	8714426	05/06/14
Wireless Remote Control System for Extendable Masts	USA	10/114,713	04/02/02	7062221	06/13/06

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF [_____], 2017 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY THE WILL-BURT COMPANY (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "GRANTOR"), IN FAVOR OF JPMORGAN CHASE BANK, N.A. (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED BEYOND ANY APPLICABLE CURE PERIODS AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE INTELLECTUAL PROPERTY 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.

JPMORGAN CHASE BANK, N.A.

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

ASSIGNMENT

WHEREAS, THE WILL-BURT COMPANY, a corporation organized under the laws of the State of Ohio (together with its successors and assigns, "Grantor"), is the owner of the Intellectual Property Collateral (as defined in the Agreement, as defined below);

WHEREAS, Grantor has executed an Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of JPMORGAN CHASE BANK, N.A. ("Lender"), pursuant to which Grantor has granted to Lender a security interest in the Intellectual Property Collateral as security for the Secured Obligations, as defined in the Agreement;

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

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

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Lender, its successors, transferees and assigns, all of its existing and future Intellectual Property Collateral, including, but not limited to, the Intellectual Property Collateral listed on Schedules A and B of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office, 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 Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred beyond any applicable cure periods, and (b) Lender has elected to take actual title to the Intellectual Property Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on the ____ day of _____, 2017.

THE WILL-BURT COMPANY

By: _____
Print Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, known to me to be the person and officer whose name is subscribed to the foregoing assignment and acknowledged to me that the same was the act of THE WILL-BURT COMPANY, an Ohio corporation, and that he/she 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 ____ day of _____ 2017.

Notary Public
My commission expires: _____

IPSA (WILL-BURT COMPANY) – CHASE/WILL-BURT

10315171 v1

RECORDED: 08/29/2017

**TRADEMARK
REEL: 006143 FRAME: 0147**