

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496236

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cascade Engineering, Inc.		10/31/2018	Corporation: MICHIGAN
Noble Polymers, L.L.C.		10/31/2018	Limited Liability Company: MICHIGAN
CK Technologies, LLC		10/31/2018	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Agent		
<b>Street Address:</b>	10 S. Wacker Dr., 26th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2306652	CASCADE CART	
<b>Registration Number:</b>	2278212	CASCADE ENGINEERING	
<b>Registration Number:</b>	3636741	SMARTCART	
<b>Registration Number:</b>	3069194		
<b>Registration Number:</b>	3074525	SHAPING IDEAS IN PLASTICS	
<b>Registration Number:</b>	3534501	ECOCART	
<b>Registration Number:</b>	3603747	XTREME TAG	
<b>Registration Number:</b>	4727746	CARTLOGIC	
<b>Registration Number:</b>	4668501	ALLIED RFID	
<b>Registration Number:</b>	4620006	CASCADE CART SOLUTIONS	
<b>Registration Number:</b>	4620005	CASCADE CART SOLUTIONS	
<b>Registration Number:</b>	4547712	XTREME RFID	
<b>Registration Number:</b>	4547711	XTREME RFID	
<b>Registration Number:</b>	4547332	CAPTURIT	
<b>Registration Number:</b>	4625665	CAPTURIT	
<b>Registration Number:</b>	4347485	CAPTURIT	

OP \$665.00 2306652

Property Type	Number	Word Mark
Registration Number:	3154860	CK
Registration Number:	2972535	CK TECHNOLOGIES
Registration Number:	3199146	CK TECHNOLOGIES
Registration Number:	3114556	CK TECHNOLOGIES, LLC
Registration Number:	3632581	CK ROCK-GUARD
Registration Number:	2230407	ECOBARRIER
Registration Number:	2989188	NOBLE POLYMERS
Registration Number:	3088498	REGIS
Registration Number:	3173280	FLEXTUFF
Registration Number:	4596425	NOBLE POLYMERS

**CORRESPONDENCE DATA**

**Fax Number:** 3128637867

*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:** 3128637267

**Email:** jaclyn.digrande@goldbergkohn.com

**Correspondent Name:** Jaclyn Di Grande - Paralegal

**Address Line 1:** Goldberg Kohn Ltd.

**Address Line 2:** 55 E Monroe Street, Suite 3300

**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 1989.617

**NAME OF SUBMITTER:** Jaclyn Di Grande

**SIGNATURE:** /jaclyn di grande/

**DATE SIGNED:** 10/31/2018

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of October, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of October 30, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **CASCADE ENGINEERING, INC.**, a Michigan corporation, **CASCADE SALES ASSOCIATES, INC.**, a Michigan corporation, **NOBLE POLYMERS, L.L.C.**, a Michigan limited liability company, **CK TECHNOLOGIES, LLC**, a Michigan limited liability company, and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark

Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**CASCADE ENGINEERING, INC.,**  
a Michigan corporation

By: Joseph P. Maier  
Name: Joseph P. Maier  
Title: Treasurer

**NOBLE POLYMERS, L.L.C.,**  
a Michigan limited liability company

By: Joseph P. Maier  
Name: Joseph P. Maier  
Title: Treasurer of Cascade Engineering, Inc., the  
Sole Member

**CK TECHNOLOGIES, LLC,**  
a Michigan limited liability company

By: Joseph P. Maier  
Name: Joseph P. Maier  
Title: Treasurer of Cascade Engineering, Inc., the  
Sole Member

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association**

By: 

Name: Ernest May

Its Authorized Signatory

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations/Applications**

**UNITED STATES TRADEMARKS:**

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Cascade Engineering, Inc.	2,306,652	Cascade Cart
Cascade Engineering, Inc.	2,278,212	Cascade Engineering
Cascade Engineering, Inc.	3,636,741	SmartCart
Cascade Engineering, Inc.	3,069,194	Cascade Engineering logo
Cascade Engineering, Inc.	3,074,525	Shaping Ideas in Plastic
Cascade Engineering, Inc.	3,534,501	EcoCart
Cascade Engineering, Inc.	3,603,747	Xtreme Tag
Cascade Engineering, Inc.	4,727,746	CartLogic
Cascade Engineering, Inc.	4,668,501	Allied RFID
Cascade Engineering, Inc.	4,620,006	Cascade Cart Solutions
Cascade Engineering, Inc.	4,620,005	Cascade Cart Solutions logo
Cascade	4,547,712	Xtreme RFID logo



Engineering, Inc.		
Cascade Engineering, Inc.	4547711	XTREME RFID
Cascade Engineering, Inc.	4547332	CAPTURIT
Cascade Engineering, Inc.	4625665	CAPTURIT
Cascade Engineering, Inc.	4347485	CAPTURIT
CK Technologies, LLC	3154860	CK LOGO
CK Technologies, LLC	2,972,535	CK Technologies
CK Technologies, LLC	3,199,146	CK Technologies logo
CK Technologies, LLC	3,114,556	CK Technologies logo
CK Technologies, LLC	3,632,581	CK Rock-Guard logo
Noble Polymers, L.L.C.	2,230,407	Ecobarrier
Noble Polymers, L.L.C.	2,989,188	Noble Polymers
Noble Polymers, L.L.C.	3,088,498	Regis
Noble Polymers, L.L.C.	3,173,280	Flexstuff
Noble Polymers, L.L.C.	4,596,425	Noble Polymers logo

Applications: None.

**OTHER TRADEMARKS:**

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Cascade Engineering, Inc.	686,083	Canada	Cascade Engineering logo
Cascade Engineering, Inc.	853,820	Canada	SmartCart
Cascade Engineering, Inc.	938,553	Canada	CartLogic
Cascade Engineering, Inc.	913,592	Canada	Cascade Cart Solutions
Cascade Engineering, Inc.	916,966	Canada	Cascade Cart Solutions logo
Noble Polymers, L.L.C.	684,112	Canada	Noble Polymers
Noble Polymers, L.L.C.	789,210	Canada	Regis

Applications: None.