

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519358

<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>
TEKTON, INC.		03/29/2019	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INDEPENDENT BANK		
<b>Street Address:</b>	4200 East Beltline		
<b>City:</b>	Grand Rapids		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49525		
<b>Entity Type:</b>	Banking Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87435654	FIND WHAT'S REAL	
<b>Serial Number:</b>	87193619	TEKTON	
<b>Serial Number:</b>	87193606	FIND WHAT'S REAL	
<b>Registration Number:</b>	5515629	TEKTON	
<b>Registration Number:</b>	5371813	TEKTON	
<b>Registration Number:</b>	4753636	ALWAYS GUARANTEED	
<b>Registration Number:</b>	4835779	TEKTON	
<b>Registration Number:</b>	4835778	TEKTON	
<b>Registration Number:</b>	4897479	TEKTON	
<b>Registration Number:</b>	4897478	TEKTON	
<b>Registration Number:</b>	4873180	MAXCRAFT	
<b>Registration Number:</b>	4890686	ALWAYS GUARANTEED	
<b>Registration Number:</b>	5010525	TEKTON	
<b>Registration Number:</b>	4784431	MAXCRAFT	
<b>Registration Number:</b>	4270881	WORKSHOP	
<b>Registration Number:</b>	4263519	WORKSHOP	
<b>Registration Number:</b>	4189958	WORKSHOP	
<b>Registration Number:</b>	3867712	TEKTON	
<b>Registration Number:</b>	4322908	WORKSHOP	

OP \$690.00 87435654

Property Type	Number	Word Mark
Registration Number:	3400221	MAXCRAFT
Registration Number:	4242385	WORKSHOP
Registration Number:	4218252	WORKSHOP
Registration Number:	3945967	WORKSHOP
Registration Number:	3808059	TEKTON
Registration Number:	3915204	WORKSHOP
Registration Number:	2438395	MIT
Registration Number:	1366054	MICHIGAN INDUSTRIAL TOOLS

**CORRESPONDENCE DATA**

**Fax Number:** 6167522500  
*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:** 616.752.2000  
**Email:** trademarks@wnj.com  
**Correspondent Name:** WARNER NORCROSS + JUDD LLP  
**Address Line 1:** 111 Lyon Street NW  
**Address Line 2:** 900 Fifth Third Center  
**Address Line 4:** Grand Rapids, MICHIGAN 49503-2487

<b>ATTORNEY DOCKET NUMBER:</b>	042636.185255
<b>NAME OF SUBMITTER:</b>	Kimberly A. Niebling
<b>SIGNATURE:</b>	/KAN2275/
<b>DATE SIGNED:</b>	04/15/2019

**Total Attachments: 4**  
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source=Security Interest#page4.tif

**GRANT OF  
SECURITY INTEREST IN PATENT AND TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK RIGHTS ("Agreement"), effective as of March 29, 2019, is made by TEKTON, INC., a Michigan corporation, located at 3707 Roger B. Chafee Boulevard SE, Grand Rapids, Michigan 49548 (the "Borrower"), in favor of INDEPENDENT BANK, a Michigan banking corporation whose address is 4200 East Beltline, Grand Rapids, Michigan 49525 (the "Lender").

**FACTS**

A. Lender has agreed to extend loans (the "Loans") to the Borrower upon the terms and subject to the conditions set forth in this Agreement.

B. In connection with the Loans, the Borrower has executed and delivered a Security Agreement dated March 29, 2019, in favor of the Lender (together with all amendments and modifications, if any, from time to time made, the "Collateral Agreement").

C. Pursuant to the Collateral Agreement, the Borrower pledged and granted to the Lender a continuing security interest in all intellectual property, including but not limited to the patents and trademarks listed on attached Exhibit A.

**AGREEMENTS**

For good and valuable consideration, the receipt of which is acknowledged by Borrower, and in order to induce the Lender to make Loans and other financial accommodations to the Borrower, the Borrower agrees as follows:

1. **Definitions.** Unless otherwise defined in this Agreement or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

2. **Grant of Security Interest.** The Borrower pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the patents and trademarks (including, without limitation, those items listed on attached Exhibit A) (collectively, the "Collateral"), to the Lender to secure payment, performance and observance of the Indebtedness.

3. **Purpose.** This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted by this Agreement has been granted to the Lender in connection with the Collateral Agreement and is expressly subject to the terms and conditions of the Collateral Agreement. The Collateral Agreement (and all rights and remedies of the Lender in the Collateral Agreement) shall remain in full force and effect in accordance with its terms.

4. **Acknowledgment.** The Borrower further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Collateral granted in this Agreement are more fully set forth in the Collateral Agreement, the terms and provisions of which (including the remedies provided for in the Collateral Agreement) are incorporated by reference in this Agreement as if fully set forth in this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

5. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **Signatures.** If this Agreement is sent by facsimile or electronic mail, and if the facsimile or electronic mail contains a signature of any party to this Agreement, then the facsimile or electronic mail copy of this Agreement will bind such party in the same manner as if the original signature of the party was delivered.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

**TEKTON, INC.**

By:   
 John Amash  
 Its: Chief Executive Officer

By:   
 Jeffrey Amash  
 Its: President/Treasurer

**INDEPENDENT BANK**

By:   
 Steve Gerow  
 Its: Vice President

ACKNOWLEDGMENT OF BORROWER

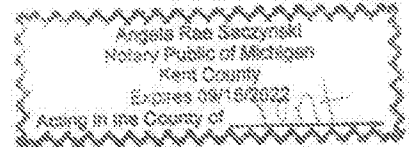
STATE OF MICHIGAN )  
 )ss:  
COUNTY OF KENT )

The foregoing instrument was acknowledged before me on March 29, 2019, by John Amash, who is the Chief Executive Officer of Tekton, Inc., a Michigan corporation, on behalf of the corporation.

*Angela Rae Szczymski*

Notary public, Kent County, Michigan  
My commission expires: 9-18-22  
Acting in Kent, County

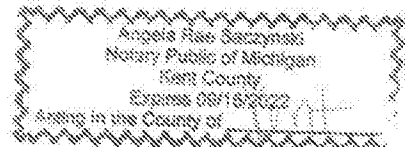
STATE OF MICHIGAN )  
 )ss:  
COUNTY OF KENT )



The foregoing instrument was acknowledged before me on March 29, 2019, by Jeffrey Amash, who is the President/Treasurer Officer of Tekton, Inc., a Michigan corporation, on behalf of the corporation.

*Angela Rae Szczymski*

Notary public, Kent County, Michigan  
My commission expires: 9-18-22  
Acting in Kent, County



ACKNOWLEDGMENT OF LENDER

STATE OF MICHIGAN )  
 )ss:  
COUNTY OF KENT )

The foregoing instrument was acknowledged before me on March 29, 2019, by Steve Gerow, who is a Vice President of Independent Bank, a Michigan banking corporation, on behalf of the corporation.

*Angela Rae Szczymski*

Notary public, Kent County, Michigan  
My commission expires: 9-18-22  
Acting in Kent, County

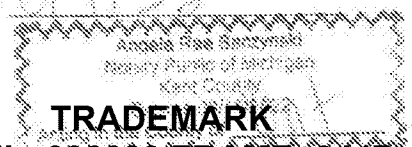


EXHIBIT A

PATENTS AND TRADEMARKS

TRADEMARKS			PATENTS	
Serial Number	Reg. Number	Word Mark	Patent Number	Title
87035654		FIND WHAT'S REAL	0809,915	Package
87193619		TEKTON	9,808,345	Paperboard package
87193606		FIND WHAT'S REAL	0787,254	Screwdriver handle
87977621	8818829	TEKTON	0787,255	Screwdriver handle
87976148	8871813	TEKTON		
88970379	4753886	ALWAYS GUARANTEED		
88891130	4835770	TEKTON		
88851119	4835778	TEKTON		
88845388	4897479	TEKTON		
88845184	4897478	TEKTON		
88843412	4870188	MAXCRAFT		
88411886	4890688	ALWAYS GUARANTEED		
88397563	5010528	TEKTON		
88389884	4784431	MAXCRAFT		
88488388	4270881	WORKSHOP		
88488486	4263819	WORKSHOP		
88486630	4188868	WORKSHOP		
88027627	3867712	TEKTON		
88496628	4322808	WORKSHOP		
78979651	3400221	MAXCRAFT		
77983251	4242385	WORKSHOP		
77983211	4218282	WORKSHOP		
77981198	3640367	WORKSHOP		
77095810	3888859	TEKTON		
77981012	3818204	WORKSHOP		
75820741	2408398	MIT		
73492882	1366054	MICHIGAN INDUSTRIAL TOOLS		