

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615612

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RYTEC CORPORATION		12/17/2020	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Serial Number:	88454470	RYLON	
Serial Number:	88330391	RYTEC CONNECT	
Serial Number:	88330410	AARC	
Serial Number:	88854029	BTA4	
Serial Number:	88724601	SURE-SEAL	
Serial Number:	88262008	FLEXTEC	
Serial Number:	87851938	RILON	
Serial Number:	87589685	SPIRAL VP	
Serial Number:	86423077	TURBO-SLIDE	
Serial Number:	86421773	PERFORMANCE BEYOND THE THRESHOLD	
Serial Number:	85917388	WYND STAR DOORS	
Serial Number:	85784053	POWERHOUSE	
Serial Number:	85784077	RY-WI	
Serial Number:	85784016	PATHWATCH	
Serial Number:	85784033	PLEXLINE	
Serial Number:	85770307	SYSTEM 4	
Serial Number:	78676207	PHARMA-SLIDE	
Serial Number:	78744345	PHARMA-ROLL	
Serial Number:	78336412	SYSTEM 3	

CH \$915.00 88454470

Property Type	Number	Word Mark
Serial Number:	77618944	NXT
Serial Number:	77936010	HZ
Serial Number:	77936003	LH
Serial Number:	77935995	FV
Serial Number:	76413140	CLEAR SEAL
Serial Number:	76465209	ARCTEC
Serial Number:	76214296	PHARMA-SEAL
Serial Number:	75798448	CLEAN-ROLL
Serial Number:	75125473	SPIRAL
Serial Number:	75179767	DRIVING THE DOOR INDUSTRY
Serial Number:	75122583	BANTAM
Serial Number:	74673830	TURBO-SEAL
Serial Number:	74674213	PREDADOOR
Serial Number:	74235158	RYTEC
Serial Number:	74285572	RYTEC
Serial Number:	74235380	FAST-SEAL
Serial Number:	73566309	FAST-FOLD

CORRESPONDENCE DATA

Fax Number:

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: 3127018637
Email: IPDocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	18597523
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	12/20/2020

Total Attachments: 7

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IP SECURITY AGREEMENT

December 17, 2020

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, RYTEC CORPORATION, an Illinois corporation (the “*Grantor*”) with principal offices at One Cedar Parkway, W223N16601 Cedar Parkway, Jackson, WI 53037-0403, hereby mortgages, pledges and grants BMO HARRIS BANK N.A., a national banking association (“*Lender*”) with principal offices at 111 West Monroe Street, Chicago, Illinois 60603, as collateral for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, a security interest in all of its rights, titles and interests in, to and under the following collateral, whether now owned or hereafter acquired (collectively, the “*IP Collateral*”):

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a “*Trademark*”), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in any Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any foreign country, including those listed on Schedule A;
- (b) all Trademark licenses;
- (c) any and all patents and patent applications, including those listed on Schedule A, and all inventions and improvements described and claimed therein;
- (d) all patent licenses;
- (e) all reissues, divisions, continuations, renewals, extensions, or continuations in part of any item described in clause (c);
- (f) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b);
- (g) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect to any item described in clause (a), (b), (c) or (d), including, without limitation, damages and payments for past and future infringements thereto;
- (h) all proceeds of, and rights associated with, the foregoing, including, without limitation any claim by the Grantor against third parties for past, present or future (1) infringement or dilution of any Trademark, (2) injury to the goodwill associated with any Trademark, (3) infringement of any patent, or (4) breach of a patent license or a Trademark license, the foregoing including any Trademark, Trademark registration, Trademark license, patent, patent registration or patent license referred to on Schedule A;
- (i) all copyrights and all copyright licenses, all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in any copyright and registrations and applications in the United States Copyright Office or in any office or agency of the United States of America or any state thereof or any foreign country,

including, without limitation, those referred to on Schedule B hereto (each of the foregoing, a “*Copyright*”);

(j) all renewals, reversions and extensions of Copyrights; and

(k) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the Copyrights described in clause (i) or (j), including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything herein to the contrary, in no event shall the IP Collateral include, or the security interest granted under clause (a) hereof attach to, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

THIS IP SECURITY AGREEMENT (this “*Agreement*”) is made to secure the satisfactory performance and payment of all Obligations under the (i) Credit Agreement, dated as of the date hereof, among the Grantor, the guarantors party thereto and Lender (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), (ii) the Security Agreement, dated as of the date hereof, among the Grantor, the guarantors party thereto and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), and (iii) other Loan Documents described therein. Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Credit Agreement and the Security Agreement. When the Commitments are terminated, all Letters of Credit have expired, and the principal of and interest on the Loans and all other amounts payable by the Grantor and the other Loan Parties under the Credit Agreement, the Security Agreement and all other Loan Documents shall have been paid in full in cash, the security interest granted hereby shall automatically terminate and all rights to the IP Collateral shall revert to the Grantor. Upon any such termination, Lender shall, at the Grantor’s request, execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest in the IP Collateral granted under this Agreement.

This security interest has been made in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY AND CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS AND APPLICABLE FEDERAL LAW.

Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Immediately Follows]

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

RYTEC CORPORATION

By: 

Name: John B. Snyder, Jr.

Title: Vice Chairman and Co-Chief Executive Officer

[Signature Page to IP Security Agreement]

SCHEDULE A

Trademarks

Application No.	Registration No.	Trademark	Owner
88454470		RYLON	RYTEC CORPORATION
88330391		RYTEC CONNECT	RYTEC CORPORATION
88330410		AARC	RYTEC CORPORATION
88854029		BTA4	RYTEC CORPORATION
88724601		SURE-SEAL	RYTEC CORPORATION
88262008	6014716	FLEXTEC	RYTEC CORPORATION
87851938	5760677	RILON	RYTEC CORPORATION
87589685	5442892	SPIRAL VP	RYTEC CORPORATION
86423077	5018456	TURBO-SLIDE	RYTEC CORPORATION
86421773	5000976	PERFORMANCE BEYOND THE THRESHOLD	RYTEC CORPORATION
85917388	4558522	WYND STAR DOORS	RYTEC CORPORATION
85784053	4361479	POWERHOUSE	RYTEC CORPORATION
85784077	4464853	RY-WI	RYTEC CORPORATION
85784016	4464852	PATHWATCH	RYTEC CORPORATION
85784033	4399017	PLEXLINE	RYTEC CORPORATION
85770307	4398979	SYSTEM 4	RYTEC CORPORATION
78676207	3138523	PHARMA-SLIDE	RYTEC CORPORATION
78744345	3114371	PHARMA-ROLL	RYTEC CORPORATION
78336412	2930704	SYSTEM 3	RYTEC CORPORATION
77618944	3768737	NXT	RYTEC CORPORATION
77936010	4056947	HZ	RYTEC CORPORATION
77936003	3939720	LH	RYTEC CORPORATION
77935995	3939719	FV	RYTEC CORPORATION
76413140	2884789	CLEAR SEAL	RYTEC CORPORATION
76465209	2839621	ARCTEC	RYTEC CORPORATION
76214296	2640742	PHARMA-SEAL	RYTEC CORPORATION
75798448	2413848	CLEAN-ROLL	RYTEC CORPORATION
75125473	2285810	SPIRAL	RYTEC CORPORATION
75179767	2113931	DRIVING THE DOOR INDUSTRY	RYTEC CORPORATION
75122583	2121036	BANTAM	RYTEC CORPORATION
74673830	1972819	TURBO-SEAL	RYTEC CORPORATION
74674213	1969935	PREDADOOR	RYTEC CORPORATION
74235158	1715349	RYTEC	RYTEC CORPORATION
74285572	1769844	RYTEC	RYTEC CORPORATION
74235380	1775784	FAST-SEAL	RYTEC CORPORATION
73566309	1424647	FAST-FOLD	RYTEC CORPORATION

Patents

Title	Application number	Patent number	Assignee name
Roll-up overhead door for sanitary applications	9155006	6247517	RYTEC CORPORATION
Frost control system for a door	9333733	6226995	RYTEC CORPORATION
Roll-up overhead door for sanitary applications	09825595	6390171	RYTEC CORPORATION
Dual safety-edge for an overhead door	9923495	6427382	RYTEC CORPORATION
Seal For a Bi-Parting Door	10039381	6910301	RYTEC CORPORATION
Panel guide and impact separation system for a sliding door	10320323	7117637	RYTEC CORPORATION
Dual overhead track for a sliding door	10654132	7367159	RYTEC CORPORATION
Reset mechanism for a panel guide and impact separation system for a sliding door	10922786	7222457	RYTEC CORPORATION
Reset mechanism for a panel guide and impact separation system for a sliding door	11754533	7565770	RYTEC CORPORATION
Door assembly and method of making same (stainless steel sliding door)	12369465	8839563	RYTEC CORPORATION
High speed door assembly	12375630	8316915	RYTEC CORPORATION
Draft arrester	12381984	8333229	RYTEC CORPORATION
High speed door assembly	12519665	8360132	RYTEC CORPORATION
Method and device for preventing contamination from a door which opens vertically	13146874	8627605	RYTEC CORPORATION
Wind lock configuration for overhead roll-up doors	13240446	8887790	RYTEC CORPORATION
Device and method for increasing the wind load resistance and disengage-ability of overhead roll-up doors	13270743	8607842	RYTEC CORPORATION
Segmented wind lock configuration for overhead roll-up doors and method of constructing the same	13275403	8851147	RYTEC CORPORATION
Door panel for overhead roll-up doors and a method for creating the same	13297017	9260911	RYTEC CORPORATION
Side column configuration for overhead roll-up door assemblies	13308326	9187953	RYTEC CORPORATION
Self-aligning door jamb track	13309663	8439101	RYTEC CORPORATION
Draft arrester	13717158	8857491	RYTEC CORPORATION
High-speed door assembly	13751257	9097053	RYTEC CORPORATION
Self-aligning door jamb track	13887520	8678070	RYTEC CORPORATION
Switch ladder sensor for roll-up door	14057512	9140063	RYTEC CORPORATION
Device and method for increasing the wind load resistance and disengage-ability of overhead roll-up doors	14083602	9410368	RYTEC CORPORATION

Title	Application number	Patent number	Assignee name
Method and device for preventing contamination from a door which opens vertically	14138488	9186427	RYTEC CORPORATION
NINETY DEGREE WIND LOCK WITH BREAK-AWAY CAPABILITY AND DOOR PANEL AND DOOR ASSEMBLY UTILIZING THE SAME	14150381	9458665	RYTEC CORPORATION
SEGMENTED WIND LOCK CONFIGURATION FOR OVERHEAD ROLL-UP DOORS AND METHOD OF CONSTRUCTING THE SAME	14484411	9765567	RYTEC CORPORATION
Wind lock configuration for overhead roll-up doors	14518116	9322212	RYTEC CORPORATION
TURBO SEAL INSULATED HEAT FIN SYSTEM AND METHOD FOR SAFETY MANAGEMENT IN ROLL-UP DOORS	14538245	9429353	RYTEC CORPORATION
	15264179	10619397	RYTEC CORPORATION
DOOR ASSEMBLY HAVING A SOFT BOTTOMED DOOR PANEL AND SYSTEM AND METHOD OF DRIVING THE SAME	16698409	20200173231	RYTEC CORPORATION
SAFETY SYSTEM AND METHOD FOR OVERHEAD ROLL-UP DOORS	16722530	20200199928	RYTEC CORPORATION
SYSTEM AND METHOD FOR SAFETY MANAGEMENT IN ROLL-UP DOORS	16847429	20200355014	RYTEC CORPORATION
Door header	29388074	D659262	RYTEC CORPORATION
ROLL-UP THERMAL BARRIER	14134698	NONE	RYTEC CORPORATION

SCHEDULE B

Copyright Registrations and Applications Therefor

Copyright Claimant	Title	Copyright Number	Date
Rytec Corporation	Predadoor owner's manual.	TXu000715070	1994