

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490305

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AIRBORN, INC.		09/17/2018	Corporation: TEXAS
AIRBORN FLEXIBLE CIRCUITS, INC.		09/17/2018	Corporation: CANADA
AIRBORN ELECTRONICS, INC.		09/17/2018	Corporation: OHIO

RECEIVING PARTY DATA

Name:	LBC CREDIT AGENCY SERVICES, LLC, AS AGENT
Street Address:	Cira Centre, 2929 Arch Street
Internal Address:	Suite 1550
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	5488149	QUICK-DEMATE
Registration Number:	5488148	QUICK-CLEAN
Registration Number:	5382443	SERIES 360
Registration Number:	5382441	SERIES 360
Registration Number:	5280865	AIRBORN
Registration Number:	5280863	A
Registration Number:	5280861	A AIRBORN
Registration Number:	5185459	AIRBORN ADVANTAGE
Registration Number:	5326742	AESCO ELECTRONICS
Registration Number:	4979068	AIRBORN CONNECTED
Registration Number:	4640978	RZ
Registration Number:	4662551	RZ
Registration Number:	4553431	HD4
Registration Number:	4841865	AIRBORN ENGINEERING = PROBLEM SOLVED
Registration Number:	4841864	AIRBORN ENGINEERING EQUALS PROBLEM SOLVE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4553362	HD4
Registration Number:	4310049	MICROQUAD
Registration Number:	4310048	VERSI
Registration Number:	4306356	AIRBORN ELECTRONICS, INC.
Registration Number:	4310050	VERSIHD
Registration Number:	4380770	MICROSI
Registration Number:	3587596	A
Registration Number:	3652977	10400
Registration Number:	3474474	AIRBORN
Registration Number:	4656964	DURAFLEX
Registration Number:	3205884	AESCO
Registration Number:	3016925	STRATAFLEX

CORRESPONDENCE DATA

Fax Number: 3128637865
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: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.128
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	09/17/2018

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of September, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **LBC CREDIT AGENCY SERVICES, LLC** ("LBC"), in its capacity as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **AIRBORN CONSOLIDATED HOLDINGS, INC.**, a Texas corporation, as parent ("Parent"), **AIRBORN, INC.**, a Texas corporation ("Intermediate Parent"), those Subsidiaries of Parent (including Intermediate Parent) parties thereto as Borrowers in accordance with the terms thereof (Parent, each such Subsidiary, and each such additional entity, each a "Borrower", individually, and collectively, jointly and severally, "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make loans available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the loans to Borrowers as provided for in the Credit Agreement, and the other Loan Documents, but only upon the condition, among others, that (a) Grantors (other than Airborn Flexible Circuits, Inc. ("Canadian Guarantor")) shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement") and (b) Canadian Guarantor shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Canadian Guarantee and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Canadian Guarantee and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement and Canadian Guarantee and Security Agreement, as applicable, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, 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, 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, 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, pursuant to the Guaranty and Security Agreement and the Canadian Guarantee 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 and the Canadian Guarantee 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 or the Canadian Guarantee and Security Agreement, the Guaranty and Security Agreement or the Canadian Guarantee and Security Agreement, as applicable, 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, AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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:

AIRBORN, INC.

By: 
Name: Michael Cole
Title: Chief Operating Officer

AIRBORN FLEXIBLE CIRCUITS, INC.

By: 
Name: Michael Cole
Title: Chief Operating Officer


AIRBORN ELECTRONICS, INC.

By: 
Name: Michael Cole
Title: Chief Operating Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

LBC CREDIT AGENCY SERVICES, LLC

By: 
Name: David Frainow
Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	GRANTOR
QUICK-DEMATE	87546778	Registered	5488149	6/5/18	AirBorn, Inc.
QUICK-CLEAN	87546770	Registered	5488148	6/5/18	AirBorn, Inc.
SERIES 360	87390116	Registered	5382443	1/16/18	AirBorn, Inc.
SERIES 360	87390100	Registered	5382441	1/16/18	AirBorn, Inc.
AIRBORN	87331568	Registered	5280865	9/5/17	AirBorn, Inc.
A	87331551	Registered	5280863	9/5/17	AirBorn, Inc.
A AIRBORN	87331541	Registered	5280861	9/5/17	AirBorn, Inc.
AIRBORN ADVANTAGE	87156423	Registered	5185459	4/18/17	AirBorn, Inc.
AESCO ELECTRONICS	87156420	Registered	5326742	11/7/17	AirBorn, Inc.
AIRBORN CONNECTED	86525367	Registered	4979068	6/14/16	AirBorn, Inc.
RZ	86252490	Registered	4640978	11/18/14	AirBorn, Inc.
RZ	86252479	Registered	4662551	12/30/14	AirBorn, Inc.
HD4	86088320	Registered	4553431	6/17/14	AirBorn, Inc.
AIRBORN ENGINEERING = PROBLEM SOLVED	86071680	Registered	4841865	10/27/15	AirBorn, Inc.
AIRBORN ENGINEERING EQUALS PROBLEM SOLVED	86071672	Registered	4841864	10/27/15	AirBorn, Inc.

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	GRANTOR
HD4	86052850	Registered	4553362	6/17/14	AirBorn, Inc.
MICROQUAD	85481325	Registered	4310049	3/26/13	AirBorn, Inc.
VERSI	85481317	Registered	4310048	3/26/13	AirBorn, Inc.
AIRBORN ELECTRONICS, INC.	85498590	Registered	4306356	3/19/13	AirBorn, Inc.
VERSIHD	85481338	Registered	4310050	3/26/13	AirBorn, Inc.
MICROSI	85481320	Registered	4380770	8/6/13	AirBorn, Inc.
A	76685146	Registered	3587596	3/10/09	AirBorn, Inc.
10400	76694640	Registered	3652977	7/14/09	AirBorn, Inc.
AIRBORN	76685069	Registered	3474474	7/29/08	AirBorn, Inc.
DURAFLEX	85904737	Registered	4656964	12/16/14	AirBorn Flexible Circuits Inc.
AESCO	78851561	Registered	3205884	2/6/07	AirBorn Electronics, Inc.
STRATAFLEX	76594918	Registered	3016925	11/22/05	AirBorn Flexible Circuits Inc.