

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435062

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Air Waves LLC | | 10/18/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MB Financial Bank, N.A. | | |
| Street Address: | 6111 N River Road, 3rd Floor | | |
| Internal Address: | Attn: John Littrell | | |
| City: | Rosemont | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60018 | | |
| Entity Type: | National Banking Association: ILLINOIS | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86961354 | LOCAL ROOTS | |
| Registration Number: | 4958334 | RODEO RAGS | |
| Registration Number: | 4944490 | RODEO RAGS OUTFITTERS | |
| Registration Number: | 4930901 | COTTON JUNGLE | |
| Registration Number: | 4915638 | KIDTEEZ | |
| Registration Number: | 4779308 | COUNTRYCASUALS | |
| Registration Number: | 3910707 | LUNKER | |
| Registration Number: | 3928090 | POLY-TRANS | |
| Registration Number: | 3837005 | AIR WAVES | |
| Serial Number: | 87002175 | SOLID LIGHT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3142592020 | | |
| <i>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.</i> | | | |
| Phone: | 3142592000 | | |
| Email: | bcipdocketing@bryancave.com | | |
| Correspondent Name: | Bryan Cave LLP | | |
| Address Line 1: | 211 North Broadway, Suite 3600 | | |
| Address Line 4: | St Louis, MISSOURI 63102 | | |

CH \$265.00 86961354

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 0547821 |
| NAME OF SUBMITTER: | Brian Devling |
| SIGNATURE: | /Brian Devling/ |
| DATE SIGNED: | 07/14/2017 |

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

Air Waves LLC, a Delaware limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto.

MB Financial Bank, N.A. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications.

Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

Therefore, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of October 18, 2016, between the Grantor and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

AIR WAVES LLC

By: 

Name: Paul S. Pickard

Title: Vice President

GRANTEE:

MB FINANCIAL BANK, N.A.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

AIR WAVES LLC

By: _____

Name: Paul S. Pickard

Title: Vice President

GRANTEE:

MB FINANCIAL BANK, N.A.

By: _____

Name: David L. Enghauser

Title: Senior Vice President

Signature Page Grant of Security Interest in Trademarks and Patents

TRADEMARK
REEL: 006115 FRAME: 0317

Schedule A - Trademarks

| Country | Trademark | Registration # | Issue Date | Owner |
|--------------------------|-----------------------|-----------------------|---------------------|--|
| United States of America | SOLID LIGHT | 3913616 | 2/1/2011 | Air Waves International, LLC |
| United States of America | LOCAL ROOTS | App. 86961354 | File date 4/1/2016 | Air Waves, Inc. |
| United States of America | RODEO RAGS | 4958334 | 5/17/2016 | Air Waves, Inc. |
| United States of America | RODEO RAGS OUTFITTERS | 4944490 | 4/26/2016 | Air Waves, Inc. |
| United States of America | COTTON JUNGLE | 4930901 | 4/5/2016 | Air Waves, Inc. |
| United States of America | KIDTEEZ | 4915638 | 3/8/2016 | Air Waves, Inc. |
| United States of America | COUNTRYCASUALS | 4779308 | 7/21/2015 | Air Waves, Inc. |
| United States of America | LUNKER | 3910707 | 1/25/2011 | Air Waves, Inc. |
| United States of America | POLY-TRANS | 3928090 | 3/8/2011 | Air Waves, Inc. |
| United States of America | AIR WAVES | 3837005 | 8/24/2010 | Air Waves, Inc. |
| United States of America | SOLID LIGHT | App. No. 8702175 | File Date 4/15/2016 | Air Waves, Inc. |
| United States of America | SUPERTONE | 4267125 | 1/1/2013 | Air Waves International, LLC dba Air Waves, Inc. |
| United States of America | SUPERSOFT | 4267124 | 1/1/2013 | Air Waves International, LLC dba Air Waves, Inc. |
| United States of America | SOHS | 4267123 | 1/1/13 | Air Waves International, LLC dba Air Waves, Inc. |

Schedule B – Patents

None.