

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zero Friction LLC		09/29/2014	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	First Trust Capital Partners LLC		
Street Address:	120 East Liberty Drive		
Internal Address:	Suite 400		
City:	Wheaton		
State/Country:	ILLINOIS		
Postal Code:	60187		
Entity Type:	LLC: Illinois		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3677486	Z ZERO FRICTION	
Registration Number:	3667559	ZERO FRICTION	
Registration Number:	4089043	FATTEE	
Registration Number:	3095451	LESS RESISTANCE = MORE DISTANCE	
Registration Number:	3772988	LOCK N DRIVE	
Registration Number:	3363007	VDP TECHNOLOGY	
Registration Number:	3370033	TOCARE	
Serial Number:	85863593	ZERO FRICTION	
Serial Number:	85863610	Z	
Serial Number:	85808200	Z	
Serial Number:	85808209	ZERO FRICTION	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		

CH \$290.00 3677486

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	346792
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	10/22/2014
Total Attachments: 4 source=10-22-14 Zero Friction-TM#page1.tif source=10-22-14 Zero Friction-TM#page2.tif source=10-22-14 Zero Friction-TM#page3.tif source=10-22-14 Zero Friction-TM#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This ~~11~~¹⁴ day of September, 2014, ZERO FRICTION LLC, an Illinois limited liability company ("*Debtor*"), with its principal place of business and mailing address at 1 Trans Am Plaza Drive, Suite 540, Oakbrook Terrace, IL 60181, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to FIRST TRUST CAPITAL PARTNERS LLC, an Illinois limited liability company, with its mailing address at 120 East Liberty Drive, Suite 400, Wheaton, Illinois 60187, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all indebtedness, obligations and liabilities of Debtor owing to Secured Party.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the indebtedness, obligations and liabilities of Debtor owing to Secured Party. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the documents evidencing the indebtedness, obligations and liabilities of Debtor owing to Secured Party, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ZERO FRICTION LLC

By J.R. Jacaro
Name JOHN R JACARO
Title President

Accepted and agreed to as of the date and year last above written.

FIRST TRUST CAPITAL PARTNERS LLC

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ZERO FRICTION LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

FIRST TRUST CAPITAL PARTNERS LLC

By  _____
Name ADAM ROGGENBACH
Title PRESIDENT

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Z Zero Friction with Design plus words, letters and/or numbers	3677486	September 1, 2009
Zero Friction	3667559	August 11, 2009
Fattee	4089043	January 17, 2012
Less Resistance = More Distance	3095451	May 23, 2006
Lock N Drive	3772988	April 6, 2010
VDP Technology	3363007	January 1, 2008
ToCare	3370033	January 15, 2008

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
Zero Friction	85808209	December 20, 2012
Zero Friction	85863593	February 28, 2013
Z with Design plus words, letters and/or numbers	85863610	February 20, 2013
Z with Design plus words, letters and/or numbers	85808200	December 20, 2012