TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM324821

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: **SECURITY INTEREST**

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
POET, LLC		12/02/2014	LIMITED LIABILITY COMPANY: SOUTH DAKOTA

RECEIVING PARTY DATA

Name:	BOKF, NA	
Doing Business As:	Bank of Oklahoma	
Street Address:	Bank of Oklahoma Tower - Energy Department, 8th Floor	
Internal Address:	One Williams Center	
City:	Tulsa	
State/Country:	OKLAHOMA	
Postal Code:	74172	
Entity Type:	national banking association: UNITED STATES	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4380491	FLEX30
Serial Number:	86231769	EZ BALE

CORRESPONDENCE DATA

Fax Number: 9185838251

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.

918-583-9922 Phone: Email: pchiu@fdlaw.com

Correspondent Name: Frederic Dorwart, Lawyers (Penina Chiu) Address Line 1: Old City Hall, 124 East Fourth Street

Tulsa, OKLAHOMA 74103 Address Line 4:

ATTORNEY DOCKET NUMBER:	61.2931
NAME OF SUBMITTER:	Penina Michlin Chiu
SIGNATURE:	/Penina Michlin Chiu/
DATE SIGNED:	12/02/2014

Total Attachments: 3

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SECURITY AGREEMENT/NOTICE OF SECURITY INTEREST TRADEMARKS

WHEREAS, the following Grantor(s) (as such term is defined in, and as more particularly set forth within, the hereinafter defined Security Agreement): POET, LLC, a South Dakota limited liability company having an address of 4615 N. Lewis Ave, Sioux Falls, SD 57104 has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks and applications for same listed on the annexed **Schedule 1A**, which trademarks and service marks and applications for same are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement dated as of May 8, 2016 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereinafter collectively referred to as the "Credit Agreement") among POET, LLC, a South Dakota limited liability company (the "Borrower"), and the financial institutions from time to time party thereto (each a "Lender" and collectively, the "Lenders") and BOKF, NA dba Bank of Oklahoma having an address of Bank of Oklahoma Tower – Energy Department, 8th Floor, One Williams Center, Tulsa OK 74172 (in its individual capacity, "BOK"), as Administrative Agent (in such capacity, together with any successor in such capacity, the "Administrative Agent") have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Borrower and the other Grantors heretofore executed and delivered in favor of Administrative Agent (for the ratable benefit of the Lenders) that certain First Amended and Restated Security Agreement dated as of December 31, 2010 (as the same has heretofore been, and may hereafter be further, amended, restated, modified or otherwise supplemented from time to time, being hereinafter collectively referred to as the "Security Agreement"), in favor of the Administrative Agent;

WHEREAS, pursuant to the Security Agreement and without limitation of the various other collateral grants provided for therein, the undersigned Grantor has granted to the Administrative Agent for the benefit of the Lenders a continuing security interest in all right, title and interest of such Grantors in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Specified Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Credit Agreement), jointly and severally with the other Grantors and together with the other Collateral (as defined in the Security Agreement) as more particularly set forth therein. For the avoidance of doubt, the Specified Collateral shall be deemed to constitute and comprise additional Collateral for all intents and purposes of the Security Agreement, as the same is being amended and supplemented hereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Grantor(s), as additional collateral security for

the full and complete payment and performance when due of the Obligations, hereby grant(s) to the Administrative Agent for the benefit of the Lenders, a continuing security interest in the Specified Collateral to secure the prompt payment, performance and for the benefit of itself and the lenders observance of the Obligations.

The undersigned Grantor(s) does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Specified Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned Grantor has caused this Security Agreement/Notice Of Security Interest Trademarks to be duly executed by its signatory officer thereunto duly authorized as of December 2, 2014. POET, LLC Name: Jeff Lautt Title: President & CEO STATE OF SOUTH DAKOTA) ss.: **COUTY OF MINNEHAHA** On this 2 day of December, 2014, before me personally came Jeff Lauft, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the President & CEO of POET LLC , a South Dakota Corp , and that s/he executed the s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned. <u>Lanta Mila</u> Notary Public ANNETTE MILES Notary Public SEAL

South Dakota

My commissions # 1201 201 20 expires:

SCHEDULE 1A

- U.S. Reg. No. 4,380,491 for FLEX30.
 U.S. Serial No. 86/231,769 for EZ BALE.

TRADEMARK REEL: 005411 FRAME: 0295

RECORDED: 12/02/2014