

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324821

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
POET, LLC		12/02/2014	LIMITED LIABILITY COMPANY: SOUTH DAKOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BOKF, NA		
<b>Doing Business As:</b>	Bank of Oklahoma		
<b>Street Address:</b>	Bank of Oklahoma Tower - Energy Department, 8th Floor		
<b>Internal Address:</b>	One Williams Center		
<b>City:</b>	Tulsa		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	74172		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4380491	FLEX30	
<b>Serial Number:</b>	86231769	EZ BALE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9185838251		
<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>			
<b>Phone:</b>	918-583-9922		
<b>Email:</b>	pchiu@fdlaw.com		
<b>Correspondent Name:</b>	Frederic Dorwart, Lawyers (Penina Chiu)		
<b>Address Line 1:</b>	Old City Hall, 124 East Fourth Street		
<b>Address Line 4:</b>	Tulsa, OKLAHOMA 74103		
<b>ATTORNEY DOCKET NUMBER:</b>	61.2931		
<b>NAME OF SUBMITTER:</b>	Penina Michlin Chiu		
<b>SIGNATURE:</b>	/Penina Michlin Chiu/		
<b>DATE SIGNED:</b>	12/02/2014		
<b>Total Attachments: 3</b>			
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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 IA**, 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, 8<sup>th</sup> 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



**SCHEDULE 1A**

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