

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332982

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DRIFIRE, LLC		02/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
OPTIMER, INC.		02/23/2015	CORPORATION: DELAWARE
OPTIMER PERFORMANCE FIBERS, INC.		02/23/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	WINTRUST BANK
<b>Street Address:</b>	7800 Lincoln Avenue
<b>City:</b>	Skokie
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60077
<b>Entity Type:</b>	CORPORATION: ILLINOIS

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
<b>Registration Number:</b>	3794938	DRI-RELEASE E.C.O. ENVIRONMENTALLY CORRE
<b>Registration Number:</b>	3032667	FRESHTECH
<b>Registration Number:</b>	3382307	DRI-COMFORT
<b>Registration Number:</b>	2462890	DRIRELEASE
<b>Registration Number:</b>	2488034	DRIRELEASE
<b>Registration Number:</b>	2306455	FRESHGUARD
<b>Registration Number:</b>	2522979	OPTIMER
<b>Registration Number:</b>	4432639	FORTREX
<b>Registration Number:</b>	4432380	DUALCOOL
<b>Registration Number:</b>	3897372	DRIFIRE
<b>Registration Number:</b>	3442643	
<b>Registration Number:</b>	3362371	DRIFIRE

## CORRESPONDENCE DATA

Fax Number: 3123271051

*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.*

TRADEMARK

**Phone:** 312-327-1050  
**Email:** jwatson@skcounsel.com  
**Correspondent Name:** Scott & Kraus, LLC  
**Address Line 1:** 150 S. Wacker Drive, Suite 2900  
**Address Line 4:** Chicago, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** 3428.040

**NAME OF SUBMITTER:** James A. Schraidt, Esq.

**SIGNATURE:** /James A. Schraidt, Esq./

**DATE SIGNED:** 02/23/2015

**Total Attachments: 10**

source=00492746#page1.tif  
source=00492746#page2.tif  
source=00492746#page3.tif  
source=00492746#page4.tif  
source=00492746#page5.tif  
source=00492746#page6.tif  
source=00492746#page7.tif  
source=00492746#page8.tif  
source=00492746#page9.tif  
source=00492746#page10.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of February 23, 2015 (this "Security Agreement"), is executed by DRIFIRE, LLC, a Delaware limited liability company ("DRIFIRE"), DRIFIRE HOLDING CORP., a Delaware corporation ("DF Holding"), OPTIMER, INC., a Delaware corporation ("Optimer"), and OPTIMER PERFORMANCE FIBERS, INC., a Delaware corporation ("Optimer Performance"; DRIFIRE, DF Holding, Optimer and Optimer Performance are each a "Borrower" and collectively, the "Borrowers"), in favor of WINTRUST BANK, an Illinois banking corporation (the "Bank").

### WITNESSETH

WHEREAS, Borrowers and Bank are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Bank to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by Borrowers to Bank of a security interest in certain of Borrowers' assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrowers agree as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrowers hereby grant to Bank, and hereby reaffirm their prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrowers' entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrowers' business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrowers warrant and represent to Bank that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrowers are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrowers not to sue third persons;

(iii) Borrowers have no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrowers have the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrowers agree that until Borrowers' Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrowers shall not, without the prior written consent of Bank, sell or assign their interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Bank under this Security Agreement.

5. New Trademarks. Borrowers represent and warrant that, based on a diligent investigation by Borrowers, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrowers. If, before Borrowers' Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, any Borrower shall (i) become aware of any existing Trademarks of which any Borrower has not previously informed Bank, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Borrower shall give to Bank prompt written notice thereof. Borrowers hereby authorize Bank to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrowers' Obligations and the termination of the Financing Agreements. Borrowers agree that upon the occurrence of an Event of Default, the use by Bank of all Trademarks shall be without any liability for royalties or other related charges from Bank to Borrowers.

7. Reserved.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrowers' Obligations and termination of the Financing Agreements, Bank shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrowers. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Bank in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrowers and until paid shall constitute Obligations.

10. Duties of Borrowers. Borrowers shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrowers' Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrowers' Obligations under this Section 10 shall be borne by Borrowers.

11. Bank's Right to Sue. After an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Bank shall commence any such suit, Borrowers shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents reasonably required by Bank in aid of such enforcement and Borrowers shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrowers and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Bank's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrowers hereby authorize Bank upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as Borrowers' true and lawful attorney-in-fact, with power to (i) endorse Borrowers' name on all applications, documents, papers and instruments necessary or desirable for Bank in the use of the Trademarks or (ii) take any other actions with

respect to the Trademarks as Bank deems to be in the best interest of Bank, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrowers' Obligations shall have been paid in full and the Financing Agreements have been terminated. Borrowers acknowledge and agree that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrowers and their respective successors and assigns, and shall inure to the benefit of Bank, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrowers agree to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Bank shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrowers contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[Signature page follows]

IN WITNESS WHEREOF, the Borrowers and the Bank have executed this Security Agreement as of the date first above written.

DRIFIRE, LLC, a Delaware limited liability company

By: [Signature]  
Name: Darryl Schimeck  
Its: Chief Executive Officer

DRIFIRE HOLDING CORP., a Delaware corporation

By: [Signature]  
Name: Darryl Schimeck  
Its: Chief Executive Officer

OPTIMER, INC., a Delaware corporation

By: [Signature]  
Name: Darryl Schimeck  
Its: Chief Executive Officer

OPTIMER PERFORMANCE FIBERS, INC., a Delaware corporation

By: [Signature]  
Name: Darryl Schimeck  
Its: Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

WINTRUST BANK, an Illinois banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the Borrowers and the Bank have executed this Security Agreement as of the date first above written.

DRIFIRE, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

DRIFIRE HOLDING CORP., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

OPTIMER, INC., a Delaware corporation

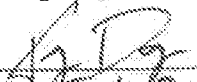
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

OPTIMER PERFORMANCE FIBERS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

WINTRUST BANK, an Illinois banking corporation

By:  \_\_\_\_\_  
Name: Timothy Day \_\_\_\_\_  
Its: AP \_\_\_\_\_



SCHEDULE A

TRADEMARK REGISTRATIONS

TRADEMARK APPLICATIONS

OPTIMER PERFORMANCE FIBERS, INC.

TRADEMARKS

Serial Number	Registration Number	Registration Date	Trademark
77979136	3794938	5/25/2010	DRI-RELEASE E.C.O. ENVIRONMENTALLY CORRECT ORIGINS
76540343	3032667	12/20/2005	FRESHTECH
76520071	3382307	2/12/2008	DRI-COMFORT
75980327	2462890	6/19/2001	DRIRELEASE
75492271	2488034	9/11/2001	DRIRELEASE
75357020	2306455	1/04/2000	FRESHGUARD

TRADEMARK APPLICATIONS

None.

OPTIMER, INC.

TRADEMARKS


Serial Number	Registration Number	Registration Date	Trademark
75492270	2522979	12/25/2001	OPTIMER

TRADEMARK APPLICATIONS

None.

**DRIFIRE, LLC**

TRADEMARKS

<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Trademark</b>
85957797	4432639	11/12/2013	FORTREX
85893962	4432380	11/12/2013	DUALCOOL
85038443	3897372	12/28/2010	DRIFIRE
78833568	3442643	6/03/2008	(design only) 
78824226	3362371	1/01/2008	DRIFIRE

TRADEMARK APPLICATIONS

None.