

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Redfish Rentals Inc.		05/29/2015	CORPORATION: LOUISIANA
RECEIVING PARTY DATA			
Name:	Webster Business Credit Corporation		
Street Address:	360 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3369498	REDFISH RENTAL, INC. 24 HOUR SERVICE LOC	
Registration Number:	3369499	REDFISH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	wayne.fitzpatrick@thomsonreuters.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Leslie Kirsner		
SIGNATURE:	/Wayne Fitzpatrick/		
DATE SIGNED:	06/08/2015		
Total Attachments: 10			
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Redfish Rentals Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Louisiana
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Webster Business Credit Corporation

Internal
Address: _____

Street Address: 360 Lexington Avenue

City: Houma

State: New York

Country: USA Zip: 10017

- Association Citizenship USA
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship New York
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 29, 2015

- Assignment Merger
 Security Agreement Change of Name
Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule II attached

B. Trademark Registration No.(s)

See Schedule II attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael Violet

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3303

Fax Number: 800-914-4240

Email Address: Michael.Violet@vltersklawer.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

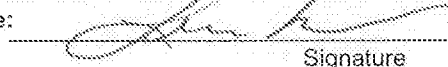
- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature:



Signature

June 5, 2015

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 29, 2015, is made by the undersigned (the "Grantor") in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC") individually, as lender and as agent for itself and each other Lender (as hereinafter defined) (WBCC, acting in both capacities, herein called "Agent").

BACKGROUND

Pursuant to that certain Credit and Security Agreement dated as of the date hereof by and among Grantor, as a Borrower thereunder, certain Guarantors party thereto, the financial institutions from time to time party thereto ("Lenders") and Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"). Lender has agreed to make the Advances for the benefit of Grantor.

Agent and Lenders are willing to make the Advances as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent this Intellectual Property Security Agreement

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Grantor hereby agrees as follows:

1. Defined Terms. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

(b) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

"Patents" means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United

States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. Grant Of Security Interest In Intellectual Property Collateral. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time. Grantor hereby pledges and grants to Agent a continuing first priority security interest in all of Grantor’s right, title and interest subject only to Permitted Encumbrances in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Trademark and each Copyright; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent, (ii) injury to the goodwill associated with any Patent, (iii) infringement or dilution of any Trademark, (iv) injury to the goodwill associated with any Trademark, (v) infringement or dilution of any Copyright, and (vi) injury to the goodwill associated with any Copyright.

Notwithstanding anything to the contrary contained herein, the definition “Intellectual Property Collateral” shall exclude all Excluded Assets including, for the avoidance of doubt, any intent-to-use trademark application prior to the filing and acceptance by the U.S. Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use.”

3. Representations and Warrantees. As of the date hereof, Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from Grantor, subject to any federal or state laws concerning bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, including, without limitation, fraudulent transfer or fraudulent conveyance laws. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Agent's lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. Covenants. Grantor covenants and agrees with Agent as follows:

(a) Grantor shall notify Agent promptly if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) Grantor shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(c) In the event that any of the Patents or Trademarks material to the operation of Grantor's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Patents or Trademarks are in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Patents or Trademarks.

5. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the

Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. Termination of this Security Agreement/Release. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon termination of the Credit Agreement. If any Intellectual Property Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, such Intellectual Property Collateral shall be automatically released from the Liens created hereby. WBCC, at the request and sole expense of the Grantor, shall execute and deliver to such Grantor all releases or other documents necessary or desirable to event such release or termination.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

REDFISH RENTALS, INC.

By: 

Name: Edward Trahan

Title: Chief Financial Officer

ACCEPTED and ACKNOWLEDGED by:

WEBSTER BUSINESS CREDIT CORPORATION

By: _____

Name: Gordon Massave

Title: Vice President

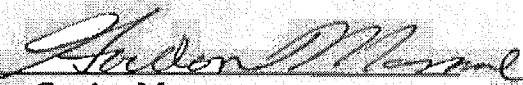
IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

REDFISH RENTALS, INC.

By: _____
Name: Edward Trahan
Title: Chief Financial Officer

ACCEPTED and ACKNOWLEDGED by:

WEBSTER BUSINESS CREDIT CORPORATION

By: 
Name: Gordon Massave
Title: Vice President

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

N/A

II. PATENT APPLICATIONS

PATENT	REG. NO.	REG. DATE
"Foot Valve Apparatus" which application and the rights thereto were acquired by way of assignment in September 2014 from Lee Price, Steven Desormeaux, Johnny Kiser and Rod Morrison (employees of Redfish Rentals, Inc.)	Attorney Docket No. A14103US (99868.1)	

III. PATENT LICENSES

N/A

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE
REDFISH RENTAL, INC. 24 HOUR SERVICE LOCALLY OWNED & OPERATED	3,369,498	01/15/2008
REDFISH	3,369,499	01/15/2008

II. TRADEMARK APPLICATIONS

N/A

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

N/A

II. COPYRIGHT APPLICATIONS

N/A