

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM369771

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Xenith, LLC		12/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Siena Lending Group LLC		
<b>Street Address:</b>	9 W Broad Street		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3742793	AWARE FLOW	
<b>Registration Number:</b>	4144339	FOR THE ENLIGHTENED WARRIOR	
<b>Registration Number:</b>	3982153	FOR THE ENLIGHTENED WARRIOR	
<b>Registration Number:</b>	3681113	ONE PLAYER, ONE HELMET	
<b>Registration Number:</b>	3623835	SHOCK BONNET	
<b>Registration Number:</b>	3477780	X	
<b>Registration Number:</b>	4159224	X	
<b>Registration Number:</b>	4614731	X	
<b>Registration Number:</b>	4441526	X	
<b>Registration Number:</b>	3468656	XENITH	
<b>Serial Number:</b>	85190062	XENITH	
<b>Serial Number:</b>	85977369	XENITH	
<b>Registration Number:</b>	4452636	XENITH	
<b>Registration Number:</b>	4472625	XENITH	
<b>Registration Number:</b>	4708932	XENITH	
<b>Registration Number:</b>	3477784	XENITH	
<b>Registration Number:</b>	4828702	XFLEXION	
<b>TRADEMARK</b>			

CH \$515.00 3742793

Property Type	Number	Word Mark
Registration Number:	4828703	XFLEXION FLY
Registration Number:	4828705	XFLEXION VELOCITY
Registration Number:	4752468	XENITH

# **CORRESPONDENCE DATA**

**Fax Number:** 3026365454

*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.*

**Phone:** 800-927-9801 x 62348

**Email:** jean.paterson@cscglobal.com

**Correspondent Name:** Corporation Service Company

**Address Line 1:** 1090 Vermont Avenue NW, Suite 430

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	963744
<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	01/20/2016

# **Total Attachments: 15**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 30, 2015, is made by XENITH, LLC, a Delaware limited liability company ("Grantor") with an address of 1201 Woodward Avenue, Detroit, Michigan 48226 in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company ("Lender") with an address of 9 W Broad Street, 5th Floor, Stamford, Connecticut 06902.

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Borrower; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender 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. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

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):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"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.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence..

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“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 Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

a. all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

b. all of its Trademarks (**provided** that no security interest shall be granted in any “intent to use” trademark applications for which a statement of use has not been filed with and accepted by the U.S. Patent and Trademark Office but only until such statement is filed), and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

c. all of its Copyrights and Copyright Licenses 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 Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; 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 or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, registered Trademark or registered 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 Lender 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. 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 Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

a. Grantor shall notify Lender immediately 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 material to the operation of Grantor's business, its right to register the same, or to keep and maintain the same.

b. Within 30 days of filing an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency Grantor shall notify Lender of such filing and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

c. Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of Grantor's Patents or Trademarks (now or hereafter existing) material to

the operation of Grantor's business, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

d. In the event that any of the Intellectual Property Collateral material to the operation of Grantor's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, Grantor shall immediately take all actions as Grantor shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan 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.

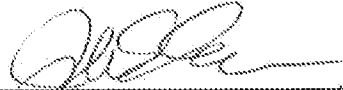
7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication 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 Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

Upon such termination, Lender shall execute, at the expense of Borrower, such releases and terminations in form suitable for filing with respect to the Liens granted hereunder.

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.

**XENITH, LLC**

By:   
Name: Joseph C. Posada  
Title: CEO

ACCEPTED and ACKNOWLEDGED by:

**SIENA LENDING GROUP LLC**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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.

**XENITH, LLC**

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED and ACKNOWLEDGED by:

**SIENA LENDING GROUP LLC**

By:  \_\_\_\_\_  
Name: Anthony Lavinio  
Title: Authorized Signatory

By:  \_\_\_\_\_  
Name: Steven Sanicola  
Title: Authorized Signatory



**SCHEDULE I**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached.

2. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached.

3. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

Patents:

Bucket No.	Title	Status	Application Number	Application Date	Patent Number	Issue Date	Expiration Date
107508-5001-US XEN-001 US	Mechanical Fasteners for Shock-Absorbing Helmets	Pending	13/150,867	6/1/2011			
107508-5002-US XEN-002 US	Magnetic Impact Absorption in Protective Body Gear	Pending	13/302,220	11/22/2011			
107508-5003-US01 XEN-003 US	Air Venting, Impact Absorbing Compressible Members	Abandoned	11/815,486	08/03/2007			
107508-5003-C1 XEN-003 US	Air Venting, Impact Absorbing Compressible Members	Published	14/295,507	06/04/2014			
107508-5004-US XEN-004	Energy-Absorbing Liners and Shape Conforming Layers for Use with Protective Headgear	Abandoned	11/816,145	08/13/2007			
107508-5005-US	Impact Energy Management Method and System	Granted	11/543,642	10/05/06	7,774,866	08/17/10	06/13/29

107508-5005-USII	Impact Energy Management Method and System	Abandoned	12/857,753	08/17/2010			
107508-5005-USIIC1	Impact Energy Management Method and System	Granted	13/534,160	06/27/2012	8,528,119	09/10/2013	08/17/2030
107508-5006-USII	Protective Structure and Method of Making Same	Granted	11/689,541	03/22/2007	7,895,681	03/01/2011	10/07/2032
107508-5007-US	Headgear Securement System	Granted	12/104,522	04/17/2008	7,950,073	05/31/2011	09/21/2029
107508-5008-US XEN-008 DS	Protective Helmet	Granted	29/295,029	09/20/2007	D582,607	12/09/2008	12/09/2022
107508-5009-US XEN-009 DS	Protective Helmet Liner	Granted	29/295,033	09/20/2007	D570,055	05/27/2008	05/27/2022
107508-5010-US XEN-010 DS	Helmet Liner Cell	Granted	29/303,282	02/05/2008	D584,456	01/06/2009	01/06/2023
107508-5011-US XEN-011 DS	Protective Helmet Shell	Granted	29/303,517	02/11/2008	D581,599	11/25/2008	11/25/2022

107508-5012-US	Protective Helmet Compression Member	Abandoned	12/360,864	01/28/2009			
107508-5013-US XEN-013 US	Intake Tracking Hydration Container	Granted	12/124,243	05/21/2008	7,959,023	06/14/2011	07/28/2029
107508-5016-US XEN-016 DS	Protective Helmet Compression Member	Granted	29/326,453	10/17/2008	D603,103	10/27/2009	10/27/2023
107508-5017-US XEN-017 DS	Snap Buckle	Granted	29/333,088	03/03/2009	D608,688	01/26/2010	01/26/2024
107508-5020-US XEN-020A	Shock Absorbers for Protective Body Gear	Abandoned	13/325,716	12/14/2011			
107508-5020-US01 XEN-020B	Shock Absorbers for Protective Body Gear	Granted	13/325,728	12/14/2011	8,814,150	08/26/2014	01/14/2032
107508-5021-US	Shock Absorbers for Protective Body Gear	Granted	14/046,482	10/04/2013	8,950,735	02/20/2015	12/14/2031
107508-5032-US	Football Helmet Facemask	Pending	29/521,332	03/23/2015			

107508-5033-US	Football Helmet Facemask	Pending	29/521,334	03/23/2015				
107508-5036-US	Layered Construction of Protective Headgear with One or More Compressible Layers of Thermoplastic Elastomer Material	Abandoned	10/946,672	09/22/2004				
107508-5040-US	Multilayer Air-Cushion Shell with Energy-Absorbing Layer for Use in the Construction of Protective Headgear	Abandoned	11/059,427	02/16/2005				

**SCHEDULE II**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached.

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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See attached.

3. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

**Trademarks and Service Marks:**

Mark	Jurisdiction	Class	Status	Filing Date	Registration Date	Serial Number	Registration Number
AWARE FLOW	US	9	Registered	07/03/07	01/26/10	77/221,536	3,742,793
FOR THE ENLIGHTENED WARRIOR	US	9	Registered	12/03/10	05/15/12	85/976,299	4,144,339
FOR THE ENLIGHTENED WARRIOR	US	35	Registered	10/06/09	06/21/11	77/842,514	3,982,153
ONE PLAYER, ONE HELMET	US	35	Registered	07/11/08	09/08/09	77/519,904	3,681,113
SHOCK BONNET	US	9	Registered	10/16/07	05/19/09	77/304,957	3,623,835
X (Stylized)	US	9	Registered	08/08/07	07/29/08	77/250,334	3,477,780
X (Stylized)	US	9, 21, 25	Registered	12/03/10	06/12/12	85/976,360	4159224
X (Stylized)	US	25	Registered	12/03/10	09/30/14	85/976,454	4614731
X (Stylized)	US	28	Registered	12/03/10	12/26/13	85980050	4441526
XENITH	US	9	Registered	01/11/07	07/15/08	77/080,584	3,468,656
XENITH	US	25	Allowed/Pending	12/03/10		85/190,062	
XENITH	US	28	Allowed/Pending	12/03/10		85/977,369	
XENITH	US	9, 21, 28	Registered	12/03/10	12/17/13	85/980,328	4,452,636
XENITH	US	25	Registered	10/09/13	01/21/14	85/980,587	4,472,625
XENITH	US	28	Registered	12/03/10	3/24/15	85/983,360	4,708,932

Mark	Jurisdiction	Class	Status	Filing Date	Registration Date	Serial Number	Registration Number
XENITH	US	25	Registered	12/03/10	06/09/15	85/982,846	4,752,468
XENITH (Stylized)	US	9	Registered	08/10/07	07/29/08	77/252,090	3,477,784
XFLEXION	US	28	Registered	10/20/14	10/06/15	86/428,601	4,828,702
XFLEXION FLY	US	28	Registered	10/20/14	10/06/15	86/428,751	4,828,703
XFLEXION VELOCITY	US	28	Registered	10/20/14	10/06/15	86/429,121	4,828,705



**SCHEDULE III**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

1. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

2. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

3. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.