# CH \$240.00 45684

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM386445

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bulk Tank, Inc.		05/20/2016	Corporation: MISSOURI

#### **RECEIVING PARTY DATA**

Name:	Carrollton Bank	
Street Address:	7911 Forsyth Boulevard	
City:	St. Louis	
State/Country:	MISSOURI	
Postal Code:	63105	
Entity Type:	Banking Corporation: ILLINOIS	

#### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark	
Registration Number:	4568450	ALLOMAXX	
Registration Number:	4609944	BLACKMAXX	
Registration Number:	4161469	CRITTER STOPPER	
Registration Number:	4440399	DURAIRON	
Serial Number:	76716266	EASYACCESS B.T.I. MULTI-ANGLE BUTTERFLY	
Registration Number:	4254157	MAXXLIFE	
Registration Number:	4298343	SANDHOG	
Registration Number:	3960850	SIPHONFLOW	
Registration Number:	3873381	SPINFLOW	

#### CORRESPONDENCE DATA

**Fax Number:** 3146122323

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:** 314-621-5070

**Email:** iptm@armstrongteasdale.com

Correspondent Name: Courtney Jackson

**Address Line 1:** 7700 Forsyth Boulevard, Suite 1800

Address Line 4: St. Louis, MISSOURI 63105

NAME OF SUBMITTER: Courtney Jackson

TRADEMARK
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SIGNATURE:	/Courtney Jackson/		
DATE SIGNED:	06/02/2016		
Total Attachments: 6			
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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of May 20, 2016, and is by Bulk Tank, Inc., a Missouri corporation ("Grantor"), in favor of Carrollton Bank ("Lender").

#### **RECITALS**

- A. Grantor, as borrower, and Lender have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), pursuant to which Lender has agreed to make loans to Grantor.
- B. Pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender this Agreement.
- C. Pursuant to the terms of that certain Security Agreement of even date herewith and executed by Grantor in favor of Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (other than any of the foregoing constituting Excluded Assets), to secure the payment and performance of the Obligations.

#### **AGREEMENT**

In consideration of the mutual agreements set forth herein, in the Credit Agreement and in the Security Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Assets) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in <a href="Schedule 1">Schedule 1</a>, any trademark issued pursuant to a trademark application referred to in <a href="Schedule 1">Schedule 1</a> and any trademark licensed under any trademark license listed on <a href="Schedule 1">Schedule 1</a> (items 1 through 3 being herein collectively referred to as the "<a href="Trademark Collateral">Trademark Collateral</a>"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("<a href="PTO">PTO</a>") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

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This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Missouri applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Bulk Tank, Inc., a Missouri corporation

By:

Print Name: Andrew Boyer

Title: President

Acknowledged:

Carrollton Bank

Print Name: Scott Z. Larson Title: Regional President

SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT OF BULK TANK, INC.

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Bulk Tank, Inc., a Missouri corporation

By: \_\_\_\_\_

Print Name: Andrew Boyer

Title: President

Acknowledged:

Carrollton Bank

Print Name: Scott Z. Larson Title: Regional President

# SCHEDULE 1

# to TRADEMARK SECURITY AGREEMENT

# **Trademarks, Trademark Applications and Trademark Licenses**

# **TRADEMARKS**

TRADEMARK	SER. NO./ Reg. No.	DATE FILED/ISSUED	STATUS
ALLOMAXX	Reg. No.	Issued:	5th yr. Affidavit due:
	4,568,450	July 15, 2014	July 15, 2019
BLACKMAXX Reg. No.		Issued:	5th yr. Affidavit due:
4,609,944		Sept. 23. 2014	Sept. 23, 2019
CRITTER STOPPER	Reg. No.	Issued:	5 <sup>th</sup> yr. Affidavit due:
	4,161,469	June 19, 2012	June 19, 2017
DURAIRON	Reg. No.	Issued:	5th yr. Affidavit due
	4,440,399	Nov. 26, 2013	Nov. 26, 2018
EASYACCESS + Design	App. No.	Filed:	Statement of Use Being
	76/716,266	April 28, 2014	Processed
MAXXLIFE Reg. No. 4,254,157		Issued: December 4, 2012	5 <sup>th</sup> yr Affidavit due: December 4, 2017
SANDHOG Reg. No. 4,298,343		Issued: March 5, 2013	5 <sup>th</sup> yr Affidavit due: March 5, 2018
SIPHONFLOW Reg. No. 3,960,850		Issued: May 17, 2011	5 <sup>th</sup> yr. Affidavit due May 17, 2016
SPINFLOW	Reg. No.	Issued:	5 <sup>th</sup> Year Affidavit Being
	3,873,381	November 9, 2010	Processed

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**RECORDED: 06/02/2016** 

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