TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM394877

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aerostar Global Logistics, LLC		07/14/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Enterprise Bank & Trust	
Street Address:	12695 Metcalf Avenue	
City:	Overland Park	
State/Country:	KANSAS	
Postal Code:	66213	
Entity Type:	National Banking Association: KANSAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85867635	OUR REPUTATION RIDES WITH YOUR CARGO

CORRESPONDENCE DATA

Fax Number: 3142592020

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: 314-259-2000

susan.murphy@bryancave.com Email:

Bryan Cave LLP **Correspondent Name:**

Address Line 1: 211 North Broadway, Suite 3600 Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0546180
NAME OF SUBMITTER:	Beth Haden
SIGNATURE:	/Beth Haden/
DATE SIGNED:	08/12/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Trademark Security Agreement"), dated as of July 14, 2016, is made by Aerostar Global Logistics, LLC, a Delaware limited liability company ("Grantor") in favor of Enterprise Bank & Trust (the "Secured Party").

Grantor, Aerostar Logistics Group, LLC, a Delaware limited liability company, AeroStar Global Holdings, LLC, a Delaware limited liability company and AEROSTAR OUTDOORS, INC., an Illinois corporation (together, the "Borrower") and Secured Party have entered into a Loan Agreement dated as of even date herewith (the "Loan Agreement").

As a condition precedent to the making of loans by Secured Party under the Loan Agreement, Grantor has executed and delivered to Secured Party that certain Security Agreement dated as of even date herewith (the "Security Agreement").

Under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

- 1. **Grant of Security**. Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):
- (a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
- (b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

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- 2. **Recordation**. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party's request.
- 3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.
- 4. **Execution in Counterparts**. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- 5. **Successors and Assigns**. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. **Governing Law**. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Missouri.

[signature page to follow]

Title: _____

Grantor and Secured Party have executed this Trademark Security Agreement as of the

Signature Page to Trademark Security Agreement

Grantor and Secured Party have executed date set forth in the introductory paragraph.	this Trademark Security Agreement as of the
SECURED PARTY	GRANTOR
Enterprise Bank & Trust	Aerostar Global Logistics, LLC
By:Print Name: Kevin M. Antes Title: Vice President	By: AeroStar Global Holdings, LLC Its: Sole Member By: Print Name: Christopher Sznewajs Wice Posidom

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SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Grantor	Trademark	Registration Number	Renewal Date
Aerostar Global Logistics, LLC	OUR REPUTATION RIDES WITH YOUR	US Serial No. 85867635	App. Filing Date: 3/5/13
Bogiodes, EES	CARGO	USPTO Reg. No. 4424990	Registered On: 10/29/13
		TT2T770	Status: Active

Schedule 1 to Trademark Security Agreement

RECORDED: 08/12/2016

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