

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395550

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900374788		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEROSTAR GLOBAL LOGISTICS, LLC		07/14/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SPELL CAPITAL MEZZANINE PARTNERS, SBIC, LP		
Street Address:	222 South Ninth Street		
Internal Address:	Suite 2880		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4424990	OUR REPUTATION RIDES WITH YOUR CARGO	
CORRESPONDENCE DATA			
Fax Number:	6129778650		
<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>			
Phone:	6129778400		
Email:	ip@briggs.com		
Correspondent Name:	Briggs and Morgan, P.A.		
Address Line 1:	80 South Eighth Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	41969.17		
NAME OF SUBMITTER:	Audrey J. Babcock		
SIGNATURE:	/Audrey J. Babcock/		
DATE SIGNED:	08/18/2016		
Total Attachments: 5			
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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF JULY 14, 2016 BY AND BETWEEN SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP, A DELAWARE LIMITED LIABILITY COMPANY, AND ENTERPRISE BANK & TRUST, A BANKING INSTITUTION ORGANIZED UNDER THE LAWS OF THE STATE OF MISSOURI ("SENIOR LENDER") TO THE INDEBTEDNESS OWED BY BORROWER (AS DEFINED IN THE SUBORDINATION AGREEMENT) PURSUANT TO THE SENIOR LOAN DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

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 Spell Capital Mezzanine Partners SBIC, LP (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 Note Purchase Note Purchase Agreement dated as of even date herewith (the "**Note Purchase Agreement**").

As a condition precedent to the making of loans by Secured Party under the Note Purchase 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.

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 Note Purchase 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 Minnesota.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

GRANTOR

AEROSTAR GLOBAL LOGISTICS, LLC

By: AeroStar Global Holdings, LLC, its sole member

By: 

Print Name: Christopher Szewajs

Title: Vice President

Address:

901 Oak Creek Drive
Lombard, Illinois 60108

Attention:

Teletype No.:

Facsimile No.:


Email:

[Signature Page to Trademark Security Agreement]

SECURED PARTY

SPELL CAPITAL MEZZANINE PARTNERS,
SBIC, LP, a Delaware limited partnership

By: SCMP MANAGEMENT I, LLC
Its: General Partner

By: 
Name: Mark R. McDonald
Title: Senior Managing Director

Address:
222 South Ninth Street, Suite 2880
Minneapolis, Minnesota 55402
Attention: Mark R. McDonald
Telecopy No.: (612) 371-9651
Email: mark@spellcapital.com

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

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