

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408080

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOFT AIR USA, INC.		11/23/2016	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ENCINA BUSINESS CREDIT SPV, LLC		
<b>Street Address:</b>	111 W. Jackson Blvd., Suite 1700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60604		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4203639	BUNKER BUSTER	
<b>Registration Number:</b>	4207581	TERMINATOR	
<b>Registration Number:</b>	4013836	BANDASTIC	
<b>Registration Number:</b>	3773301	ON DUTY KIT	
<b>Registration Number:</b>	3772618	SECOND CHANCE BBS	
<b>Registration Number:</b>	3765368	SATURATOR	
<b>Registration Number:</b>	4084866	SOFT AIR	
<b>Registration Number:</b>	3806421	SOFT MARK	
<b>Registration Number:</b>	3765372	STRYKE ZONE	
<b>Registration Number:</b>	3719404	SUDAVIATION	
<b>Registration Number:</b>	3715975	MAS P5	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>			
<b>Email:</b>	hmiller@vedderprice.com		
<b>Correspondent Name:</b>	Holly Miller		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		

CH \$290.00 4203639

<b>NAME OF SUBMITTER:</b>	Holly Miller
<b>SIGNATURE:</b>	/Holly Miller/
<b>DATE SIGNED:</b>	12/07/2016
<b>Total Attachments: 6</b> source=49809.00.0001 - Trademark Security Agreement - Soft Air#page1.tif source=49809.00.0001 - Trademark Security Agreement - Soft Air#page2.tif source=49809.00.0001 - Trademark Security Agreement - Soft Air#page3.tif source=49809.00.0001 - Trademark Security Agreement - Soft Air#page4.tif source=49809.00.0001 - Trademark Security Agreement - Soft Air#page5.tif source=49809.00.0001 - Trademark Security Agreement - Soft Air#page6.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 23, 2016, by SOFT AIR USA, INC., a Texas corporation ("**Grantor**"), in favor of ENCINA BUSINESS CREDIT SPV, LLC ("**Lender**").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, Palco Marketing, Inc., a Minnesota corporation ("**Palco**"), and Spartan Imports, Inc., a California corporation ("**Spartan**"; and together with Grantor, and Palco, collectively, the "**Borrowers**"), and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Loan Agreement**"), Lender has agreed to make certain Loans for the benefit of Borrowers and Grantor has granted to Lender a continuing security interest in certain Intellectual Property, including the Trademarks and Trademark Licenses, subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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 Loan Agreement.

(b) "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule I hereto, and (ii) the right to obtain all renewals thereof.

(c) "Trademark Licenses" means, collectively, each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule I.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Lender a continuing 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 (exclusive of any "intent-to-use" Trademarks to the extent that the grant of a security interest

therein would impair the validity or enforceability of such intent-to-use Trademark under applicable federal law) (collectively, the “*Trademark Collateral*”):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

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

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or Trademark licensed under any Trademark License; and

(d) all 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 such Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any such Trademark.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement and this Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark 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. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

*[signature pages follow]*

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

**GRANTOR:**

SOFT AIR USA, INC., a Texas corporation

By: *Russell J Meyer*  
Name: *Russell J Meyer*  
Title: *Secretary/Treasurer*

ACCEPTED AND ACKNOWLEDGED

BY:

**ENCINA BUSINESS CREDIT SPV, LLC**

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

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

**GRANTOR:**

SOFT AIR USA, INC., a Texas corporation

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

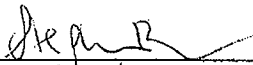
Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED

BY:

ENCINA BUSINESS CREDIT SPV, LLC

By: 

Name: Stephen Berry

Title: Managing Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

A. Trademarks

<b>Trademark</b>	<b>App. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
BUNKER BUSTER	85/438443 10/04/2011	4203639 09/04/2012
TERMINATOR	85/411773 08/31/2011	4207581 09/11/2012
BANDASTIC	85/121769 09/02/2010	4013836 08/16/2011
ON DUTY KIT	77/715637 04/16/2009	3773301 04/06/2010
SECOND CHANCE BBS	77/556753 08/27/2008	3772618 04/06/2010
SATURATOR	77/744757 05/26/2009	3765368 03/23/2010
SOFT AIR	85/160618 10/25/2010	4084866 01/10/2012
SOFT MARK	77/858183 10/27/2009	3806421 06/22/2010
STRYKE ZONE	77/745898 05/27/2009	3765372 03/23/2010

SUBAVIATION	77/467045	3719404
MAS PS	77/380772	3715975

B. Trademark Licenses

None.