

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Transfer of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texas Capital Bank, N.A.		12/08/2016	National Banking Association: TEXAS
RECEIVING PARTY DATA			
Name:	Progeny Fund 2016, LLC		
Street Address:	427 North Tatnall St.		
Internal Address:	#42065		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801-2230		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4261608	HYBRID HEATING SYSTEM	
Registration Number:	3547784	MICROWIRE	
Registration Number:	3503726	CORE HEAT TRANSFER SYSTEM	
Registration Number:	3125594	GERBING	
Registration Number:	3528721	HEAT GOOD, COLD BAD	
Serial Number:	85269798	HEAT READY	
Serial Number:	85320868	HEATLOCK	
Serial Number:	85823076	G	
Serial Number:	85823075	GERBING	
Serial Number:	85823078	G GERBING	
Serial Number:	86073344	THERMOVELOCITY PROTECTION	
Serial Number:	86003097	GANTIC	
Serial Number:	86015314	GERBING	
Serial Number:	86133424	COREHEAT1	
Serial Number:	86133428	COREHEAT7	
Serial Number:	86133431	COREHEAT12	
Serial Number:	86292545	GYDE SUPPLY	
Serial Number:	86555610	THERMOGAUGE	
TRADEMARK			

OP \$465.00 4261608

CORRESPONDENCE DATA**Fax Number:** 3367147382*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:** (336) 722-6300**Email:** jbabcock@wallbabcock.com**Correspondent Name:** WALL BABCOCK LLP**Address Line 1:** 1076 WEST FOURTH ST.**Address Line 4:** WINSTON SALEM, NORTH CAROLINA 27101

NAME OF SUBMITTER:	Lee Dillon Denton
SIGNATURE:	/Lee Dillon Denton/
DATE SIGNED:	12/12/2016

Total Attachments: 16

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TRADEMARK**REEL: 005945 FRAME: 0960**

**ASSIGNMENT OF RIGHTS TO
SECURITY AGREEMENT**

This **ASSIGNMENT OF RIGHTS TO SECURITY AGREEMENT** (this "**IP Assignment**"), dated as of December 8, 2016 is between TEXAS CAPITAL BANK, NATIONAL ASSOCIATION ("**Assignor**") and PROGENY FUND 2016, LLC ("**Assignee**").

RECITALS:

WHEREAS, Gerbings, LLC ("**Gerbings**") and Assignor entered into an Intellectual Property Security Agreement, dated as of May __, 2015 (the "**Agreement**"), attached hereto as Exhibit A, pursuant to which Gerbings granted to Assignor a security interest and collateral assignment in certain IP Collateral (as such term is defined in the Agreement);

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office on December 14, 2015, Reel/Frame Number 037287/0198, with respect to the United States patents listed on Schedule B attached to the Agreement and on December 14, 2015, Reel/Frame Number 5688/0615, with respect to the United States trademarks listed on Schedule C attached to the Agreement;

NOW, THEREFORE, Assignor hereby assigns its entire right and interest in the Agreement to Assignee.

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IN WITNESS WHEREOF, Assignor has executed and delivered this IP Assignment as of the date first set forth above.

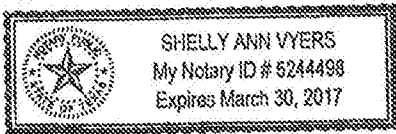
TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Ronald K. Baker
Title: EVP

STATE OF TEXAS

COUNTY OF DALLAS

On this 8th day of December, 2016 before me appeared Ronald K. Baker, personally known to me to be EVP of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, and executed the foregoing instrument on behalf of such corporation and acknowledged the same as the voluntary action and deed of said corporation.



Notary Public: [Signature]
My commission expires: 3/30/17

EXHIBIT A

Intellectual Property Security Agreement

(See Attached)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is made and effective as of May ____, 2015, by and among GERBINGS, LLC, a Delaware limited liability company (the "Grantor"), in favor of TEXAS CAPITAL BANK, N.A. (together with its successors and assigns "Bank"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 7, 2013, by and among the Grantor, McCarthy Capital Fund V, L.P. and Bank (including all appendices, annexes, exhibits and schedules thereto, and as from time to time amended, amended and restated, joined, extended, supplemented and/or otherwise modified, the "Credit Agreement"), the Bank agreed, subject to the terms and conditions set forth therein, to extend credit and make other financial accommodations to Grantor; and

WHEREAS, in consideration of the extensions of credit and other accommodations of the Bank as set forth in the Credit Agreement, Grantor has granted to Bank a continuing security interest in, among other property, all Intellectual Property of the Grantor, and has agreed to execute this IP Security Agreement for recording such security interest with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities;

NOW, THEREFORE, in consideration of the Credit Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the prompt and complete payment and performance in full of the Obligations, Grantor hereby grants to Bank a continuing security interest in, lien and mortgage in and to Grantor's rights in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Excluded Intellectual Property (as defined below) (the "IP Collateral");

(a) The copyright registrations and applications set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisionals, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The trademark and service mark registrations and trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

Notwithstanding the foregoing, the IP Collateral shall not include any of the foregoing if and to the extent that the grant of a security interest therein: (i) is prohibited by any statute, law, rule, regulation, order or other requirement of a Governmental Authority, (ii) requires a consent not obtained of any Governmental Authority pursuant to such statute, law, rule, regulation, order or other requirement, or is prohibited by, constitutes a breach or default under, or results in the termination of, any contract, lease, license, agreement, instrument or other document evidencing or giving rise to such property (other than to the extent such statute, law, rule, regulation, order or other requirement, or the term in such contract, lease, license, agreement, instrument or other document providing for such prohibition, breach, default or termination is ineffective under applicable law); provided however that, the IP Collateral shall include and such security interest shall attach immediately to any applicable portion of the property described in clauses (i) and (ii) at such time as the condition causing such prohibition, breach, default or termination shall be remedied and to the extent severable, shall attach immediately to any portion of such property to the extent that such attachment does not result in any of the consequences specified in clauses (i) and (ii) above, or (iii) would result in the invalidation, unenforceability or voiding thereof with respect to any intent-to-use Trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of any registration that issues from such intent-to-use application under applicable federal law, whereupon such applications shall be automatically subject to the security interest, lien and mortgage granted herein and deemed included in the IP Collateral (all of the foregoing in this sentence being referred to collectively as the "Excluded Intellectual Property"). Notwithstanding the foregoing, the IP Collateral shall include all proceeds of any Excluded Intellectual Property, unless such proceeds separately constitute Excluded Intellectual Property.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly record the interests of Bank in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) upon the repayment in full, in cash, of all Obligations (other than contingent indemnity obligations that are not yet due and payable) and termination of all Commitments under the Credit Agreement. Upon any such termination, Bank (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to Bank to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Bank under the Loan Documents. The rights and remedies of the Grantor and Bank are more fully described in the Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

(c) This IP Security Agreement shall be governed by the internal laws of the state of Texas, without regard to conflicts of law principles. If any provision or application of this IP Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this IP Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this IP Security Agreement shall survive the execution and delivery of this IP Security Agreement as set forth in the Credit Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

GERBINGS, LLC

By: Tom Nolan
Name: Tom Nolan
Title: CEO

35444100

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005945 FRAME: 0967

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights:

None.

Pending Copyright Applications:

None.

File #	Type	Title	Ctry	Applic # Patent #	Filing Date Issue Date	Status/ Next Action	
1451701-12.1	Design	HEATING PAD SURFACE PATTERN	USA	D703446	6/19/2013	Issued	
1451701-12.13	Design	GLEX EXTREME GLOVE	USA	29/458,460	6/19/2013	Pending	Issued D754,403
1451701-12.14	Design	BASE LAYER LONG SLEEVE SHIRT	USA	29/458,578	6/20/2013	Pending	Issued D715,029
1451701-12.15	Design	MENS EXTREME JACKET	USA	29/458,696 / D698527	6/21/2013 2/4/2014	Issued	
1451701-12.16	Design	HAND WARMER	USA	29,458,461	6/19/2013	Pending	
1451701-12.17	Design	MENS PUFFER JACKET	USA	29/458,699 / D698,528	6/21/2013 2/4/2014	Issued	
1451701-12.18	Design	SKI SOCK	USA	29/458,465	6/19/2013	Pending	Issued D710,084
1451701-12.2	Design	WOMENS SOFTSHELL VEST	USA	29/458,645 / D698,523	6/21/2013 2/4/2014	Issued	
1451701-12.21	Design	SKI JACKET	USA	29/458,712	6/21/2013	Pending	Issued D704,924
1451701-12.22	Design	MENS EXTREME PANT	USA	29/458,591	6/20/2013	Pending	Issued 732,273

Schedule B to IP Security Agreement
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1451701-12.23	Design	JACKET LINER	USA	D703416	6/21/2013	Issued	
1451701-12.3	Design	ULTRA LIGHT GLOVE	USA	29/458,457	6/19/2013	Pending	Issued 715,497
1451701-12.4	Design	WOMENS SOFTSHELL JACKET	USA	29/458,661 / D698,525	6/21/2013 / 2/4/2014	Issued	
1451701-12.5	Design	WOMENS PUFFER JACKET	USA	29/458,671 / D698,526	6/21/2013 / 2/4/2014	Issued	
1451701-12.6	Design	MENS SOFTSHELL JACKET	USA	29/458,586 / D698,524	6/20/2013 / 2/4/2014	Issued	
1451701-12.7	Design	PANT LINER	USA	29/458,675	6/21/2013	Pending	Issued 731,752
1451701-12.8	Design	MENS SOFTSHELL VEST	USA	29/458,585 / D698,522	6/20/2013 / 2/4/2014	Issued	
1451701-12.9	Design	WOMENS PUFFER VEST	USA	29/458,690	6/21/2013	Issue Fee Paid	Issued 703,922
1451701-11.1	Non-Provisional	TEXTILE BASED HEATING APPARATUS AND METHOD	USA	12/050,083	3/17/2008	Pending	
1451701-17.1	Prov	RESISTIVE HEATING DEVICE	USA	61/882,319	9/25/2013	Pending	Expired
1451701-18.1	Prov	RESISTIVE HEATING DEVICE HAVING AN INTEGRATED SENSOR	USA	61/885,246	10/1/2013	Pending	Expired

Schedule B to IP Security Agreement
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1451701-10	Prov	ELECTRICALLY-POWERED THERMA-REGULATED APPAREL CONTROLLER, SYSTEM, AND RELATED METHODS	USA	61/885,166	10/1/2013	Pending	Expired
1451701-19.1	Prov	SILICONE IMPREGNATED HEATING ELEMENT FOR A HEATED GARMETN AND RELATED METHOD	USA	61/882,247	9/25/2013	Pending	Expired
	Prov	HEATED GLOVE AND METHOD OF MANUFACTUREING	USA			Unfiled???	

This was not on the list: 29/458,715 Jacket Liner - Issued 703,416 on April 29, 2014

None.

SCHEDULE C
TRADEMARK COLLATERAL

Registered Trademarks:

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark/ Trademark Application relates to following Trademark	Registration No./ Serial No.	Date Registered/ Date of Application	Country of Registration
Gerbings, LLC	Owner	HYBRID HEATING SYSTEM	Registration No. 4261608	12/18/12	United States
Gerbings, LLC	Owner	MICROWIRE	Registration No. 3547784	12/16/08	United States
Gerbings, LLC	Owner	CORE HEAT TRANSFER SYSTEM	Registration No. 3503726	9/23/08	United States DEAD
Gerbings, LLC	Owner	GERBING	Registration No. 3125594	08/08/06	United States

Schedule C to IP Security Agreement
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Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark/ Trademark Application relates to following Trademark	Registration No./ Serial No.	Date Registered/ Date of Application	Country of Registration
Gerbings, LLC	Owner	HEAT GOOD, COLD BAD	Registration No. 3528721	11/04/08	United States CANCELLED
Gerbings, LLC	Owner	HEAT READY	Serial No. 85269798	03/17/11	United States DEAD
Gerbings, LLC	Owner	HEATLOCK	Serial No. 85320868	05/13/11	United States DEAD
Gerbings, LLC	Owner	G (stylized)	Serial No. 85823076	01/14/13	United States ISSUED
Gerbings, LLC	Owner	GERBING (stylized)	Serial No. 85823075	01/14/13	United States ISSUED
Gerbings, LLC	Owner	G GERBING (stylized)	Serial No. 85823078	01/14/13	United States ISSUED
Gerbings, LLC	Owner	THERMOVELO CITY PROTECTION	Serial No. 86073344	09/24/12	United States DEAD

4,832,218

4,832,217

4,837,127

Schedule C to IP Security Agreement
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Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark/ Trademark Application relates to following Trademark	Registration No./ Serial No.	Date Registered/ Date of Application	Country of Registration
Gerbings, LLC	Owner	GANTIC	Serial No. 86003097	07/05/13	United States DEAD
Gerbings, LLC	Owner	GERBING	Serial No. 86015314	07/19/13	United States
Gerbings, LLC	Owner	COREHEAT1	Serial No. 86133424	12/03/13	United States DEAD
Gerbings, LLC	Owner	COREHEAT7	Serial No. 86133428	12/03/13	United States DEAD
Gerbings, LLC	Owner	COREHEAT12	Serial No. 86133431	12/03/13	United States DEAD

Schedule C to IP Security Agreement
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Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark/ Trademark Application relates to following Trademark	Registration No./ Serial No.	Date Registered/ Date of Application	Country of Registration
Gerbings, LLC	Owner	GYDE SUPPLY	Serial No. 86292545	05/27/14	United States

NEW: THERMOGAUGE: 86/555,610

SCHEDULE D
DOMAIN NAMES

None.

Schedule D to IP Security Agreement
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