

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alltite, Inc.		12/21/2016	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	Equity Bank		
Street Address:	7701 E. Kellogg Ave.		
Internal Address:	Suite 100		
City:	Wichita		
State/Country:	KANSAS		
Postal Code:	67207		
Entity Type:	Chartered Bank: KANSAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3777091	ALLTITE	
Registration Number:	4195567	ITITE	
Registration Number:	4056460	TORQUEWARE	
Serial Number:	87118560	ALLTITE GLOBAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	316-630-8100		
Email:	ankovar@twgfirm.com		
Correspondent Name:	Andrew N. Kovar		
Address Line 1:	2959 N. Rock Road, Suite 300		
Address Line 4:	Wichita, KANSAS 67226		
NAME OF SUBMITTER:	Andrew N. Kovar		
SIGNATURE:	/Andrew N. Kovar/		
DATE SIGNED:	12/21/2016		
Total Attachments: 6			

OP \$115.00 3777091

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of December 21, 2016, is made by Qodoq, Inc., a Kansas corporation, Alltite, Inc., a Kansas corporation, and Alltite Rental, L.L.C., a Kansas limited liability company, (collectively, the "Grantor") in favor of Equity Bank (the "Secured Party").

WHEREAS, Grantors have entered into an Loan and Security Agreement dated as of December 21, 2016 (the "Loan Agreement"), with the Secured Party.

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors jointly and severally agree with the Secured Party as follows:

1. Grant of Security. Grantors hereby pledge and grant to the Secured Party a security interest in and to all of the right, title and interest of such Grantors in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, including all State and Federal registrations, and all other trademarks and servicemarks which Grantors own, have been licensed, or otherwise have rights in under applicable law, all 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, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations and applications, including copyright registrations and applications exclusively licensed to Grantors, set forth in Schedule 3 hereto, and all extensions and renewals thereof, and all other copyrights which Grantors own, has been licensed, or otherwise has rights in under applicable law (the "Copyrights");

(d) all rights of any kind whatsoever of Grantors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) 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

(f) 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, dilution,

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. Grantors authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Collateral Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


5. Governing Law. This IP 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 IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Kansas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction).

6. Entire Understanding. This IP Security Agreement and the documents executed concurrently herewith contain the entire understanding between Grantors and Secured Party and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by the Grantors' and Secured Party's respective officers. Neither this IP Security Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged.

[SIGNATURES FOLLOW ON NEXT PAGE]


IN WITNESS WHEREOF, Grantors have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Qodoq, Inc., a Kansas corporation


By: 
Nathan Spearman, Chief Financial Officer

Alltite, Inc., a Kansas corporation

By Qodoq, Inc., a Kansas corporation
Sole Stockholder

By: 
Nathan Spearman, Chief Financial Officer

Alltite Rentals, L.L.C.

By: 
Nathan Spearman, Authorized Signatory

Schedule 1

PATENTS AND PATENT APPLICATIONS

None

Schedule 2
TRADEMARKS

United States Trademark Registration Serial No. 87118560 for "Alltite Global"

United States Trademark Registration Serial No. 85308442 for "Itite"

United States Trademark Registration Serial No. 85298876 for "Torqueware"

United States Trademark Registration Serial No. 77749940 for "Alltite"

Common law trademark rights to above described marks.



Schedule 3
COPYRIGHTS

Common law copyright rights to the information on "www.alltite.com" and in the Grantors' product catalogs.