

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413850

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HCI MH HOLDING CORPORATION		01/24/2017	Corporation: DELAWARE
TERRA DRIVE SYSTEMS, INC.		01/24/2017	Corporation: DELAWARE
FLUIDRIVE, INC.		01/24/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	MARQUETTE BUSINESS CREDIT, LLC
Street Address:	5910 N. Central Expressway, Premier Place, Suite 1900
Internal Address:	Attn: Portfolio Manager, URGENT, Fax 214-389-5901
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1141697	MUD-HOG
Registration Number:	1141696	
Registration Number:	1280664	EQUA-TRAC
Registration Number:	2335691	
Registration Number:	3720429	EZ TRAC
Registration Number:	4180452	STALKHOG

CORRESPONDENCE DATA

Fax Number: 4044435757

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: 404 443 5566

Email: edavenport@mcguirewoods.com

Correspondent Name: Laura E. Brickell, McGuireWoods LLP

Address Line 1: Promenade, 1230 Peachtree Street, N.E.

Address Line 2: Suite 2100

Address Line 4: Atlanta, GEORGIA 30309-3534

TRADEMARK

NAME OF SUBMITTER:	Laura E. Brickell
SIGNATURE:	/Laura E. Brickell/
DATE SIGNED:	01/27/2017
Total Attachments: 10 source=Active_86402912_1_TDS - Intellectual Property Security Agreement#page1.tif source=Active_86402912_1_TDS - Intellectual Property Security Agreement#page2.tif source=Active_86402912_1_TDS - Intellectual Property Security Agreement#page3.tif source=Active_86402912_1_TDS - Intellectual Property Security Agreement#page4.tif source=Active_86402912_1_TDS - Intellectual Property Security Agreement#page5.tif source=Active_86402912_1_TDS - Intellectual Property Security Agreement#page6.tif source=Active_86402912_1_TDS - Intellectual Property Security Agreement#page7.tif source=Active_86402912_1_TDS - Intellectual Property Security Agreement#page8.tif source=Active_86402912_1_TDS - Intellectual Property Security Agreement#page9.tif source=Active_86402912_1_TDS - Intellectual Property Security Agreement#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "IP Security Agreement") is made as of January 24, 2017, among **HCI MH HOLDING CORPORATION**, a Delaware corporation ("Parent"), **TERRA DRIVE SYSTEMS, INC.**, a Delaware corporation ("Borrower"), **FLUIDRIVE, INC.**, a Delaware corporation ("Fluidrive", and together with Parent and Borrower, "Grantors" and each a "Grantor"), and **MARQUETTE BUSINESS CREDIT, LLC**, a Delaware limited liability company (together with its permitted successors and assigns, the "Lender"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement dated on or about the date hereof, between Borrower and Lender (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed, subject to the terms and conditions set forth therein, to make certain loans to Borrower; and

WHEREAS, it is a condition precedent to the obligation of Lender to execute and perform under the Loan Agreement that Grantors execute and deliver this IP Security Agreement to Lender;

NOW, THEREFORE, in consideration of the willingness of Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to continue to make the loans to Borrower pursuant to the Loan 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 all of Borrower's Obligations under the Loan Agreement, Grantors hereby grant to Lender a continuing security interest in all of the right, title and interest of each Grantor in and to all Intellectual Property rights held by such Grantor, including without limitation, the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such intellectual property and any other Excluded Property (the "IP Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

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

(c) The U.S. and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business 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, reissues, continuations, continuations in-part and replacements of any of the foregoing; and

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

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) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Lender in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, upon request, execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to Lender.

4. After-acquired IP Collateral. If, prior to the termination of the security interests granted herein pursuant to the terms hereof, any Grantor shall obtain any right, title or interest in or to any other or new Copyrights, Patents or Trademarks, or become entitled to the benefit of any other or new Copyrights, Patents or Trademarks, the provisions of this IP Security Agreement shall automatically apply thereto and such Grantor shall give notice thereof in writing to Lender within thirty (30) days of the end of the applicable fiscal quarter during the term of this IP Security Agreement during which such IP Collateral was initiated or obtained and execute and deliver to Lender such documents or instruments as Lender may reasonably request further to implement, preserve or evidence Lender's interest therein.

5. Power of Attorney. Each Grantor hereby irrevocably grants to Lender a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, in Lender's discretion at any time an Event of Default exists, to execute any instrument that Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following during the existence of an Event of Default:

(a) To modify or amend (in the sole discretion of Lender without first obtaining any Grantor's approval thereof or signature thereto), but after providing notice to such Grantor, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Lender without first obtaining any Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the the United States Copyright Office, the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has

occurred and is continuing, Lender will not take any actions which result in an assignment or transfer of title of such IP Collateral to Lender. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Lender shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with such Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the IP Collateral without the signature of any Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse any Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of Lender in its reasonable discretion.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations have been unconditionally and indefeasibly paid or performed in full (other than contingent obligations not then asserted) and Lender's commitment to extend financial accommodations under the Loan Agreement has been terminated.

6. 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 Grantors) upon satisfaction of the following conditions: (a) the unconditional and indefeasible payment and performance in full of all the Obligations (other than contingent obligations not then asserted) and (b) the termination of Lender's commitment to extend financial accommodations under the Loan Agreement. Upon any such termination, Lender (at a Grantor's request and sole expense) will promptly execute and deliver to such Grantor (with such customary representations and warranties from a secured Lender releasing its lien as such Grantor may reasonably request) such documents as such Grantor may reasonably request and as are provided to Lender to evidence such termination.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Agreement. The rights and remedies of Grantors and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the Loan Documents, the provisions of the Loan Agreement or 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 signature page of this IP Security Agreement by facsimile transmission or by electronic mail in portable document format shall be effective as delivery of an originally executed counterpart hereof.

(c) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS IP SECURITY AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION


WITH THIS IP SECURITY AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY SHALL BE GOVERNED BY, CONSTRUED UNDER, AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS.

[Signature pages follow]

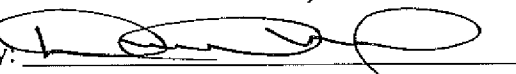
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:


HCI MH HOLDING CORPORATION

By: 
Name: Daniel Moorse
Title: Vice President and Secretary

TERRA DRIVE SYSTEMS, INC.

By: 
Name: Daniel Moorse
Title: Vice President and Secretary


FLUIDRIVE, INC.

By: 
Name: Daniel Moorse
Title: Vice President and Secretary

[Signatures continued on following page]

LENDER:

MARQUETTE BUSINESS CREDIT, LLC

By: 
Name: Dale Coonrod
Title: Vice President

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

None.

Pending Copyright Applications

None.

SCHEDULE B

PATENT COLLATERAL

Owner	Patent No. or Patent Application No., as applicable	Title	Country
Terra Drive Systems, Inc.	7,114,518	<i>Flow Regulating Valve</i>	United States
Terra Drive Systems, Inc.	8,230,772	<i>Spindle with Hydraulic Passage Arrangement and Method of Manufacture</i>	United States
Terra Drive Systems, Inc.	8,276,376	<i>Hydraulic Circuit with Selectively Actuated Motor</i>	United States
Terra Drive Systems, Inc.	1,647,748	<i>Flow Regulating Valve</i>	France
Terra Drive Systems, Inc.	1,647,748	<i>Flow Regulating Valve</i>	Germany
Terra Drive Systems, Inc.	1,647,748	<i>Flow Regulating Valve</i>	Belgium
Terra Drive Systems, Inc.	8,813,487	<i>Hydraulic Wheel Drive System with Selectively Actuated Motor</i>	United States
Terra Drive Systems, Inc.	9,387,881	<i>Land Vehicle Steering System including Selective Inboard and Outboard Wheels Adjustment</i>	United States

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademark Applications

Mark	Serial No.	Reg. No.	Owner	Status	Country
MUD-HOG	73209054	1141697	Terra Drive Systems, Inc.	Registered on 11/25/1980	United States
Mud Hog Logo (Torque Hub)	73209046	1141696	Terra Drive Systems, Inc.	Registered on 11/25/1980	United States
EQUA-TRAC	73418775	1280664	Terra Drive Systems, Inc.	Registered on 6/5/1984	United States
Mud Hog Logo	75686288	2335691	Terra Drive Systems, Inc.	Registered on 3/28/2000	United States
EZ TRAC	76691651	3720429	Terra Drive Systems, Inc.	Registered on 12/8/2009	United States
Stalk Hog	85/298,029	4180452	Terra Drive Systems, Inc.	Registered on 7/24/2012	United States
MUD-HOG	2208017	1791494	Terra Drive Systems, Inc.	Registered on 4/28/2000	Argentina
Mud Hog Logo	2208551	1791956	Terra Drive Systems, Inc.	Registered on 4/28/2000	Argentina
Mud Hog Logo	821706071	821706071	Terra Drive Systems, Inc.	Registered on 2/10/2004	Brazil
MUD HOG	830820086	830820086	Terra Drive Systems, Inc.	Registered on 9/6/2016	Brazil
MUD-HOG	481658	272403	Fluidrive Inc.	Registered on 9/3/1982	Canada
Mud Hog Logo	0481657	274827	Fluidrive Inc.	Registered on 12/10/1982	Canada

SCHEDULE D

DOMAIN NAMES

eztracaxle.com

mudhogdrive.com

baledirectharvest.com

hydraulicawd.com

terradrivesystems.com

terradrivesystemsinc.com