

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM413780

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jake's Fireworks		06/28/2016	Corporation: KANSAS
Fireworks Leasing, LLC		06/28/2016	Limited Liability Company: KANSAS
Southern Comfort Fireworks, LLC		06/28/2016	Limited Liability Company: ALABAMA

RECEIVING PARTY DATA

Name:	Intrust Bank, N.A.
Street Address:	105 North Main Street
City:	Wichita
State/Country:	KANSAS
Postal Code:	67202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Serial Number:	77829489	THE BIG PACKAGE
Serial Number:	77829497	SCUBA DIVER
Serial Number:	77829544	CUTTING EDGE
Serial Number:	75898356	FINAL COUNTDOWN
Serial Number:	76015899	INSTANT WINNER
Serial Number:	76344752	DYNO MIGHTY MITE
Serial Number:	76163983	SHAKE RATTLE & ROLL
Serial Number:	76163982	FIREWORKS LAND
Serial Number:	76183323	BOOMER
Serial Number:	76321585	UNITED WE STAND
Serial Number:	76353114	DAISY CUTTER
Serial Number:	76414705	WORLD-CLASS FIREWORKS ON TOP OF THE WORL
Serial Number:	76482033	ALL - STAR
Serial Number:	78229292	MOAB (MOTHER OF ALL BOMBS)
Serial Number:	75661582	WORLD-CLASS
Serial Number:	78229253	ONE BAD MOTHER

CH \$1515.00 77829489

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	78340950	SPIDER HOLE
Serial Number:	75567924	EXCALIBUR
Serial Number:	75747565	TRILOGY
Serial Number:	75716127	GOLIATH
Serial Number:	78087072	GUNRUNNER
Serial Number:	78192933	RED RHINO
Serial Number:	78192926	RED RHINO WHEN POWER COUNTS
Serial Number:	78421645	ZINGERS
Serial Number:	77477115	KING ARTHUR
Serial Number:	77477146	SIR LANCELOT
Serial Number:	77823043	A TASTE OF HEAT
Serial Number:	77824392	AMERICAN TRUCKER
Serial Number:	77823863	ARMAGEDDON
Serial Number:	77823876	BIG HOMBRE
Serial Number:	77824046	BIGGEN
Serial Number:	77822973	BOILING POINT
Serial Number:	77829527	BOTTOMS UP
Serial Number:	77824412	CRAZY EXCITING ON STEROIDS
Serial Number:	77823886	DESPERADO
Serial Number:	77829507	HAPPY HOUR
Serial Number:	77823913	KILLER VALUE
Serial Number:	77822998	LAND OF FREE
Serial Number:	77829513	LAST CALL
Serial Number:	77823945	LATE NIGHT SHOW
Serial Number:	77823961	LAYING DOWN THE LAW
Serial Number:	77823971	LITTLE BIG
Serial Number:	77824417	LOYAL TO NONE
Serial Number:	77824430	NOT IN MY YARD
Serial Number:	77824435	ONE BAD MOTHER- IN- LAW
Serial Number:	77829517	POP A TOP
Serial Number:	77823770	POUNDING FORCE
Serial Number:	77824030	REAL AMERICA
Serial Number:	77823692	SHOOT THE MOON
Serial Number:	77823708	SO WHAT ARE YOU LOOK'N AT
Serial Number:	77823016	THAT'S YOUR PROBLEM
Serial Number:	77823935	THE KING
Serial Number:	77823717	TRUCKIN HOME
Serial Number:	77824068	WHAT A GIRL WANT'S

Property Type	Number	Word Mark
Serial Number:	77824077	WHAT BOYS ARE MADE OF
Serial Number:	77823735	WIDOW MAKER
Serial Number:	77823032	WRECKLESS
Serial Number:	85482333	ACME FIREWORKS
Serial Number:	85955699	JAKE'S FIREWORKS
Serial Number:	86162404	RED RHINO WHEN POWER COUNTS

CORRESPONDENCE DATA

Fax Number: 3142592020
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: 314-259-2000
Email: susan.murphy@bryancave.com
Correspondent Name: Harold Burroughs
Address Line 1: c/o Bryan Cave LLP
Address Line 2: 211 North Broadway, Suite 3600
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0397837
NAME OF SUBMITTER:	Harold Burroughs
SIGNATURE:	/Harold Burroughs/
DATE SIGNED:	01/26/2017

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of June 28, 2016, is made by JAKE’S FIREWORKS INC., a Kansas corporation, FIREWORKS LEASING, LLC, a Kansas limited liability company, and SOUTHERN COMFORT FIREWORKS, LLC, an Alabama limited liability company (collectively, “**Grantor**”), in favor of INTRUST BANK, N.A., as agent (“**Agent**”) for the lenders party to the Loan Agreement (as defined below) (“**Lenders**”).

A. Marivest Holdings, Inc., a Kansas corporation and Jake’s Fireworks, Inc., a Kansas corporation (each a “**Borrower**” and collectively, the “**Borrowers**”), the guarantors party thereto, Lenders, and Agent, are parties to that certain Third Amended and Restated Loan Agreement of even date herewith (the “**Loan Agreement**”).

B. As a condition precedent to the making of loans by Secured Party under the Loan Agreement, Grantor has executed and delivered to Agent that certain Amended and Restated Security Agreement of even date herewith (the “**Security Agreement**”).

C. Under the terms of the Security Agreement, Grantor has granted to Agent, for the benefit of the Lenders, 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 Agent therefore agree as follows:

1. **Grant of Security.** Grantor hereby pledges and grants to Agent, for the benefit of the Lenders, 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 Agent'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 Agent with respect to the Trademark Collateral are as provided by the Loan 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.

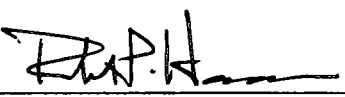
6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Kansas.

[signature page to follow]

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

AGENT

INTRUST BANK, N.A., as Agent

By: 
Robert P. Harmon
Senior Commercial Relationship Manager

GRANTOR

JAKE'S FIREWORKS INC.

By: _____
Print Name: _____
Title: _____

FIREWORKS LEASING, LLC

By: _____
Print Name: _____
Title: _____

SOUTHERN COMFORT FIREWORKS, LLC

By: _____
Print Name: _____
Title: _____

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

AGENT

INTRUST BANK, N.A., as Agent

By: _____
Robert P. Harmon
Senior Commercial Relationship Manager

GRANTOR

JAKE'S FIREWORKS INC.

By: _____
Print Name: _____
Title: _____

FIREWORKS LEASING, LLC

By: _____
Print Name: _____
Title: _____

SOUTHERN COMFORT FIREWORKS, LLC

By: _____
Print Name: _____
Title: _____

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

(see attached)

Docket No.	Country Code	Title	Application No.	Application Date	Registration No.	Registration Date	Case Status	Local Classes	Owner
48232-US	US	THE BIG PACKAGE	77/829489	18-Sep-2009	3813351	06-Jul-2010	Registered	13	Jake's Fireworks Inc.
48233-US	US	SCUBA DIVER	77/829497	18-Sep-2009	3813352	06-Jul-2010	Registered	13	Jake's Fireworks [sic] Inc.
48234-US	US	CUTTING EDGE	77/829544	18-Sep-2009	3820752	20-Jul-2010	Registered	13	Jake's Fireworks [sic] Inc.
27622-US	US	FINAL COUNTDOWN	75/898356	15-Jan-2000	2408817	28-Nov-2000	Registered	13	Jake's Fireworks Inc.
30201-US	US	INSTANT WINNER	76/015899	03-Apr-2001	2593330	16-Jul-2002	Registered	13	Jake's Fireworks Inc.
30858-US	US	DYNO MIGHTY MITE AND DESIGN	76/344752	05-Dec-2001	2601104	30-Jul-2002	Registered	13	Jake's Fireworks Inc.
30869-US	US	SHAKE RATTLE & ROLL	76/163983	14-Nov-2000	2595729	16-Jul-2002	Registered	13	Jake's Fireworks Inc.
30870-US	US	FIREWORKS LAND	76/163982	14-Nov-2000	2845330	25-May-2004	Registered	35	Fireworks Leasing, LLC
30946-US	US	BOOMER	76/183323	20-Dec-2000	2600551	30-Jul-2002	Registered	13	Jake's Fireworks Inc.
32099-US	US	UNITED WE STAND	76/321585	05-Oct-2001	2769887	30-Sep-2003	Registered	13	Jake's Fireworks Inc.
32203-US	US	DAISY CUTTER	76/353114	26-Dec-2001	3149058	26-Sep-2006	Registered	13	Jake's Fireworks Inc.
32662-US	US	WORLD-CLASS FIREWORKS	76/414705	03-Jun-2002	2781352	11-Nov-2003	Registered	13,35	Jake's Fireworks Inc.
33174-US	US	ALL-STAR (STYLIZED)	76/482033	13-Jan-2003	3064079	28-Feb-2006	Registered	13	Jake's Fireworks Inc.
33426-US	US	M.O.A.B. MOTHER OF ALL BOMBS	78/229292	24-Mar-2003	3592916	17-Mar-2009	Registered	13	Jake's Fireworks Inc.
33466-US	US	WORLD-CLASS	75/661582	15-Mar-1999	2834724	20-Apr-2004	Registered	13	Jake's Fireworks Inc.
33973-US	US	ONE BAD MOTHER	78/229255	24-Mar-2003	2907384	09-Nov-2004	Registered	13	Jake's Fireworks Inc.
34588-US	US	SPIDER HOLE	78/340950	15-Dec-2003	3142918	12-Sep-2006	Registered	13	Jake's Fireworks Inc.
36620-US	US	EXCALIBUR	75/567924	09-Aug-1999	2347689	18-Apr-2000	Registered	13	Jake's Fireworks Inc.
37135-US	US	TRILOGY	75/747565	29-Jun-1999	2343649	18-Apr-2000	Registered	13	Jake's Fireworks Inc.
37136-US	US	GOLIATH	75/716127	24-May-1999	2364367	04-Jul-2000	Registered	13	Jake's Fireworks Inc.
38443-US	US	GUNRUNNER	78/087072	05-Oct-2001	2856699	03-Dec-2002	Registered	13	Jake's Fireworks Inc.
38444-US	US	RED RHINO	78/192933	10-Dec-2002	2773743	14-Oct-2003	Registered	13	Jake's Fireworks Inc.
38445-US	US	RED RHINO WHEN POWER COUNTS & Design	78/192926	10-Dec-2002	2855905	22-Jun-2004	Registered	13	Jake's Fireworks Inc.
38447-US	US	ZIGZAGS	78/421645	19-May-2004	3007457	18-Oct-2005	Registered	13	Jake's Fireworks Inc.
39412-US	US	KING ARTHUR	77477115	16-May-2008	3620675	12-May-2009	Registered	13	Jake's Fireworks Inc.
39413-US	US	SIR LANCELOT	77477146	16-May-2008	3620676	12-May-2009	Registered	13	Jake's Fireworks Inc.
41080-TW	TW	MEGABANGER	099014517	31-Mar-2010	1427055	01-Sep-2010	Registered	13	Jake's Fireworks Inc.
41081-TW	TW	MEGABANGER & Design	099014515	31-Mar-2010	1427054	01-Sep-2010	Registered	13	Jake's Fireworks Inc.
43068-US	US	A TASTE OF HEAT	77/823043	09-Sep-2009	3777863	20-Apr-2010	Registered	13	Jake's Fireworks Inc.
43069-US	US	AMERICAN TRUCKER	77/824392	11-Sep-2009	3777946	20-Apr-2010	Registered	13	Jake's Fireworks Inc.
43070-US	US	ARMAGEDDON	77/823863	10-Sep-2009	3780766	27-Apr-2010	Registered	13	Jake's Fireworks Inc.
43071-US	US	BIG HOMBRE	77/823876	10-Sep-2009	3813314	06-Jul-2010	Registered	13	Jake's Fireworks Inc.
43072-US	US	BIGGEN	77/824046	10-Sep-2009	3809718	29-Jun-2010	Registered	13	Jake's Fireworks Inc.
43073-US	US	BOILING POINT	77/822973	09-Sep-2009	3777857	20-Apr-2010	Registered	13	Jake's Fireworks Inc.
43074-US	US	BOTTOMS UP	77/829527	18-Sep-2009	3833993	17-Aug-2010	Registered	13	Jake's Fireworks Inc.
43075-US	US	CRAZY EXCITING ON STERIODS	77/824412	11-Sep-2009	3783982	04-May-2010	Registered	13	Jake's Fireworks Inc.
43076-US	US	DESPERADO	77/823866	10-Sep-2009	3780767	27-Apr-2010	Registered	13	Jake's Fireworks Inc.
43077-US	US	HAPPY HOUR	77/829507	18-Sep-2009	3833990	17-Aug-2010	Registered	13	Jake's Fireworks Inc.
43078-US	US	KILLER VALUE	77/823913	10-Sep-2009	3777919	20-Apr-2010	Registered	13	Jake's Fireworks Inc.
43079-US	US	LAND OF FREE	77/822998	09-Sep-2009	3809711	29-Jun-2010	Registered	13	Jake's Fireworks Inc.
43080-US	US	LAST CALL	77/829513	18-Sep-2009	3833991	17-Aug-2010	Registered	13	Jake's Fireworks Inc.
43081-US	US	LATE NIGHT SHOW	77/823945	10-Sep-2009	3809716	29-Jun-2010	Registered	13	Jake's Fireworks Inc.
43082-US	US	LAYING DOWN THE LAW	77/823961	10-Sep-2009	3777921	20-Apr-2010	Registered	13	Jake's Fireworks Inc.
43083-US	US	LITTLE BIG	77/823971	10-Sep-2009	3777923	20-Apr-2010	Registered	13	Jake's Fireworks Inc.
43084-US	US	LOYAL TO NONE	77/824417	10-Sep-2009	3777947	20-Apr-2010	Registered	13	Jake's Fireworks Inc.
43085-US	US	NOT IN MY YARD	77/824430	11-Sep-2009	3777948	20-Apr-2010	Registered	13	Jake's Fireworks Inc.
43086-US	US	ONE BAD MOTHER IN LAW	77/824435	11-Sep-2009	3777949	20-Apr-2010	Registered	13	Jake's Fireworks Inc.
43087-US	US	POP A TOP	77/829517	18-Sep-2009	3833992	17-Aug-2010	Registered	13	Jake's Fireworks Inc.
43088-US	US	POUNDRING FORCE	77/823770	10-Sep-2009	3777911	20-Apr-2010	Registered	13	Jake's Fireworks Inc.
43089-US	US	REAL AMERICA	77/824030	10-Sep-2009	3809717	29-Jun-2010	Registered	13	Jake's Fireworks Inc.
43090-US	US	SHOOT THE MOON	77/823692	10-Sep-2009	3777906	20-Apr-2010	Registered	13	Jake's Fireworks Inc.
43091-US	US	SO WHAT ARE YOU LOOKIN AT	77/823708	10-Sep-2009	3809713	29-Jun-2010	Registered	13	Jake's Fireworks Inc.

43092-US	US	THAT'S YOUR PROBLEM	77823016	09-Sep-2009	377859	20-Apr-2010	Registered	13	Jake's Fireworks Inc.
43093-US	US	THE KING	77823935	10-Sep-2009	377920	20-Apr-2010	Registered	13	Jake's Fireworks Inc.
43094-US	US	TRUCKIN HOME	77823717	10-Sep-2009	3809714	29-Jun-2010	Registered	13	Jake's Fireworks Inc.
43095-US	US	WHAT A GIRL WANTS	77824008	10-Sep-2009	3809719	29-Jun-2010	Registered	13	Jake's Fireworks Inc.
43096-US	US	WHAT BOYS ARE MADE OF	77824077	10-Sep-2009	3780777	27-Apr-2010	Registered	13	Jake's Fireworks Inc.
43097-US	US	WIDOW MAKER	77823735	10-Sep-2009	3779909	20-Apr-2010	Registered	13	Jake's Fireworks Inc.
43098-US	US	WRECKLESS	77823032	09-Sep-2009	3777861	20-Apr-2010	Registered	13	Jake's Fireworks Inc.
44412-US	US	ACME FIREWORKS	857482333	29-Nov-2011	4231362	23-Oct-2012	Registered	13	Southern Comfort Fireworks, LLC
45391-US	US	JAKE'S FIREWORKS	857955698	10-Jun-2013	4766263	14-Jan-2014	Registered	13,35	Jake's Fireworks Inc.
45924-US	US	RED RHINO WHEN POWER COUNTS and Design	867162404	10-Jan-2014	4579958	05-Aug-2014	Registered	13	Jake's Fireworks Inc.