

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433414

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A Group, Inc.		06/30/2017	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Massachusetts Capital Resource Company		
<b>Street Address:</b>	420 Boylston Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	special purpose limited partnership: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87505946	PACOTHANE	
<b>Serial Number:</b>	87505958	PACOTHANE TECHNOLOGIES	
<b>Serial Number:</b>	87505969	PACOVIA	
<b>Serial Number:</b>	87505985	PACOPADS	
<b>Serial Number:</b>	87506829	PACOFLEX	
<b>Serial Number:</b>	87506847	PACOTHERM	
<b>Serial Number:</b>	87505992	MPI	
<b>Serial Number:</b>	87506000	MPI RELEASE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6177224999		
<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>Phone:</b>	617-973-6100		
<b>Email:</b>	trademarks@pbl.com		
<b>Correspondent Name:</b>	Alan L. Chow		
<b>Address Line 1:</b>	800 Boylston Street		
<b>Address Line 2:</b>	Posternak Blankstein & Lund LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>NAME OF SUBMITTER:</b>	Alan L. Chow		

OP \$215.00 87505946

<b>SIGNATURE:</b>	/Alan L Chow/
<b>DATE SIGNED:</b>	06/30/2017
<b>Total Attachments: 6</b> source=EXECUTED - US TM - Security - A Group to Massachusetts Capital Resource Company#page1.tif source=EXECUTED - US TM - Security - A Group to Massachusetts Capital Resource Company#page2.tif source=EXECUTED - US TM - Security - A Group to Massachusetts Capital Resource Company#page3.tif source=EXECUTED - US TM - Security - A Group to Massachusetts Capital Resource Company#page4.tif source=EXECUTED - US TM - Security - A Group to Massachusetts Capital Resource Company#page5.tif source=EXECUTED - US TM - Security - A Group to Massachusetts Capital Resource Company#page6.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of June, 2017, by and among **A GROUP, INC.**, a Massachusetts corporation ("Grantor"), and **MASSACHUSETTS CAPITAL RESOURCE COMPANY**, a Massachusetts special purpose limited partnership ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Note and Warrant Purchase Agreement of even date herewith (as the same may be amended, restated or otherwise modified from time to time, the "Purchase Agreement") by and between the Grantor and the Lender, the Lender has made a certain loan to the Grantor (the "Loan Facility"), as evidenced by a Note, of even date herewith, in the original principal amount of \$2,500,000, (as the same may be amended, restated or otherwise modified from time to time, the "Note") made by the Grantor payable to the order of the Lender. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Purchase Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement.

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. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

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

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

2. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this

Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of a bankruptcy or insolvency proceeding involving Grantor.

3. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.


5. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**A GROUP, INC.**

By:  \_\_\_\_\_  
Edward J. Alois, President


*[Signature Page To Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006096 FRAME: 0360**

**LENDER:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**MASSACHUSETTS CAPITAL RESOURCE  
COMPANY**

By:   
Andrew S. Delorey, Vice President

*[Signature Page To Trademark Security Agreement]*

**TRADEMARK  
REEL: 006096 FRAME: 0361**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations/Applications**

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
A Group, Inc.	USA	PACOTHANE	87/505,946	June 27, 2017
A Group, Inc.	USA	PACOTHANE TECHNOLOGIES	87/505,958	June 27, 2017
A Group, Inc.	USA	PACOVIA	87/505,969	June 27, 2017
A Group, Inc.	USA	PACOPADS	87/505,985	June 27, 2017
A Group, Inc.	USA	PACOFLEX	87/506,829	June 27, 2017
A Group, Inc.	USA	PACOTHERM	87/506,847	June 27, 2017
A Group, Inc.	USA	MPI	87/505,992	June 27, 2017
A Group, Inc.	USA	MPI RELEASE	87/506,000	June 27, 2017

**Trade Names**

MPI Technologies  
MPI Release  
Pacothane Technologies

**Common Law Trademarks**

PACOLON



PRESSPROBE



PACOTHANE PLUS



PACOFLEX ULTRA



PACOGARD



**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.