

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444058

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEC Acquisition, Inc.		08/31/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	The Energy Conservatory, Inc.		
Street Address:	4723 Upton Avenue South		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55410		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4839188	TEC	
Registration Number:	4383100		
Registration Number:	4122684	FLOWBLASTER	
Registration Number:	2650280	TRUEFLOW	
Registration Number:	1811481	DUCT BLASTER	
CORRESPONDENCE DATA			
Fax Number:	6512226169		
<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:	651-298-1171		
Email:	egginklaw@aol.com		
Correspondent Name:	Anthony G. Eggink		
Address Line 1:	332 Minnesota Street		
Address Line 2:	3100 First National Bank Building		
Address Line 4:	St. Paul, MINNESOTA 55101		
NAME OF SUBMITTER:	Anthony G. Eggink		
SIGNATURE:	/Anthony G. Eggink/		
DATE SIGNED:	09/21/2017		

OP \$140.00 4839188

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

This 31st day of August, 2017, TEC Acquisition, Inc. a Minnesota corporation ("*Debtor*") with its principal place of business and mailing address at 2801 21st Avenue South, Suite 160, Minneapolis, Minnesota 55407, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pledges and grants to The Energy Conservatory, Inc., a Minnesota corporation with its mailing address at 4723 Upton Avenue South, Minneapolis, Minnesota 55410, and its successors and assigns ("*Secured Party*"), a continuing security interest in, the following property:

- (i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application, and
- (ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

in furtherance of and as part of the Collateral intended to be described in that certain Security Agreement dated August 31, 2017 by Debtor in favor of Secured Party (the "Security Agreement"), and as provided in the Security Agreement to secure the payment of the Secured Obligation identified in the Security Agreement. Capitalized terms used herein and not defined herein have the meanings set forth in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not pledge or grant a security interest to Secured Party in any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted to the extent the grant of such security interest would impair the registerability of such applications or the validity or enforceability of registrations issuing from such applications. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

For clarity, this Trademark Security Agreement is not intended as a current assignment of the entire interest in the trademark, trademark registration and trademark application listed on Schedule A hereto but it is intended to assign a security interest only on and pursuant to the terms of the Security Agreement. The Secured Party shall submit a Release of the Security Interest to the U.S. Patent & Trademark Office upon Debtor's payment of the Secured Obligation in accordance with the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year last above written.

DEBTOR:
TEC Acquisition, Inc.
a Minnesota corporation

By: *Steven Rogers*
Name: Steven Rogers
Its: *President*


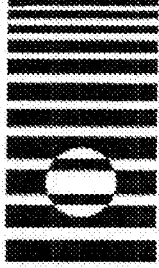
SECURED PARTY:
The Energy Conservatory, Inc.

By: *Gary D. Nelson*
Name: Gary D. Nelson
Its: *President*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Mark	App. No.	Filing Date	Status
	Reg. No.	Reg. Date	
	86/094,313	10/17/2013	Registered
	4,839,188	10/27/2015	
	85/774,810	11/08/2012	Registered
	4,383,100	08/13/2013	
FLOWBLASTER	85/197,541	12/14/2010	Registered
	4,122,684	04/03/2012	
TRUEFLOW	76/124,358	09/11/2000	Registered
	2,650,280	11/12/2002	
DUCT BLASTER	74/310,233	08/31/1992	Registered
	1,811,481	12/14/1993	

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