

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Astral Buoyancy Company		02/13/2018	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Lighthouse Financial Corp.		
Street Address:	925 West Market Street		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27401		
Entity Type:	Corporation: NORTH CAROLINA		
Name:	Lighthouse Financial Corp.		
Street Address:	925 West Market Street		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27401		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	87111812	LEVEL FOOTBED	
Serial Number:	86343195	LOTUS DESIGNS	
Serial Number:	86343183	LOTUS DESIGNS	
Serial Number:	86343242		
Registration Number:	3504899	AIR ESCAPE	
Registration Number:	4035069	ASTRAL	
Registration Number:	4035070	ASTRAL	
Registration Number:	4052259	ASTRAL	
Registration Number:	4130675	ASTRAL	
Registration Number:	4251687	ASTRAL	
Registration Number:	4716631	ASTRAL	
Registration Number:	4748173	ASTRAL	
Registration Number:	4628067	G	
TRADEMARK			

OP \$440.00 87111812

Property Type	Number	Word Mark
Registration Number:	5058911	LAYLA
Registration Number:	4960851	
Registration Number:	4880752	
Registration Number:	4463154	TREAD MORE

CORRESPONDENCE DATA

Fax Number: 3364781148

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: 336/478-1147

Email: mae@crlaw.com

Correspondent Name: Madonna Evans

Address Line 1: 235 North Edgeworth Street

Address Line 4: Greensboro, NORTH CAROLINA 27401

NAME OF SUBMITTER:	Madonna A. Evans
SIGNATURE:	/mae/
DATE SIGNED:	03/06/2018

Total Attachments: 12

source=01468611#page1.tif
source=01468611#page2.tif
source=01468611#page3.tif
source=01468611#page4.tif
source=01468611#page5.tif
source=01468611#page6.tif
source=01468611#page7.tif
source=01468611#page8.tif
source=01468611#page9.tif
source=01468611#page10.tif
source=01468611#page11.tif
source=01468611#page12.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), is made and entered into this 3rd day of February, 2018, between ASTRAL BUOYANCY COMPANY, a North Carolina corporation (the "Debtor"), and LIGHTHOUSE FINANCIAL CORP., a North Carolina corporation (the "Secured Party").

WITNESSETH:

WHEREAS, Debtor and Secured Party are parties to that certain Loan and Security Agreement, dated of even date herewith (such Loan and Security Agreement, as amended, modified, supplemented or restated from time to time, being herein called the "Loan Agreement"), pursuant to which Secured Party has agreed to make loans and advances and extend credit to Debtor, all as more particularly described therein; and

WHEREAS, pursuant to the Loan Agreement, Debtor has granted Secured Party a security interest in certain of its assets, whether now owned or hereafter acquired, including, without limitation, all trademarks registered in the United States Patent and Trademark Office, together with the goodwill of the business in connection with which such trademarks may be used and the royalties and other fees which become due for the use of such trademarks; and

WHEREAS, to better secure Secured Party in respect of the foregoing, Debtor has agreed to execute and deliver this Agreement for recordation in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Debtor agrees with Secured Party as follows:

1. Defined Terms. All capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Loan Agreement.

2. Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby assigns, grants, transfers and conveys to Secured Party, for security purposes, all of Debtor's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and whether registered and unregistered and wherever the same may be located (the "Trademark Collateral"):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, domain names, designs and general intangibles of like natures, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the

obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(b) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(c) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(d) all proceeds of any and all of the foregoing Trademark Collateral, including, without limitation, license royalties, rights to payment, accounts receivable, proceeds of infringement suits and all payments under insurance or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

3. Representations, Warranties and Covenants of Debtor. Debtor represents, warrants and covenants that:

(a) The Trademark Collateral is, to the best of its knowledge, subsisting and has not been judged invalid or unenforceable;

(b) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral;

(c) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark Collateral;

(d) Debtor will maintain the quality of the products associated with the Trademark Collateral, generally at a level consistent with the quality as of the effective date of this Agreement, subject to the introduction of new products from time to time, and product modifications in the ordinary course of business; and

(e) Debtor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

4. Visits and Inspections. Debtor hereby grants to Secured Party and its employees and agents the right on prior notice to Debtor to visit Debtor's plants and facilities which

manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Debtor shall do any and all lawful and reasonable acts required by Secured Party to ensure Debtor's compliance with paragraph 3(d) of this Agreement.

5. Restrictions on Future Agreements. Debtor agrees that, until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated in writing, it will not without Secured Party's prior written consent, enter into any agreement which is inconsistent with Debtor's duties under this Agreement, and Debtor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity and enforcement of the rights granted to Secured Party under this Agreement.

6. After-Acquired Trademark Rights. If, before the Obligations have been satisfied in full, Debtor shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark for any renewal of any Trademark, the provisions of paragraph 1 hereof shall automatically apply thereto, and Debtor shall give to Secured Party prompt notice thereof in writing. Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademark Collateral under paragraph 1 hereof or this paragraph 6.

7. Debtor's Rights Prior to Event of Default. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Debtor shall continue to own, and may use and enjoy the Trademark Collateral in connection with its business operations, but only in a manner consistent with the presentation of their current substance, validity and registration.

8. Remedies Upon Event of Default. If an Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and, specifically, those of a Secured Party under the Code. Notice of any sale or other disposition of the Trademark Collateral shall be deemed reasonable and sufficient if given the Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of any of the Trademark Collateral is to be made.

9. Power of Attorney. Debtor hereby makes, constitutes and appoints Secured Party and any officer or agent of Secured Party as Secured Party may select as Debtor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse Debtor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Trademark Collateral, or to grant or issue any exclusive or nonexclusive license under the Trademark Collateral to anyone else as necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated in writing.

10. Release of Security Interest. At such time as all of the Obligations shall have been satisfied and paid in full, Secured Party shall execute and deliver to Debtor all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of Secured Party's security interest in the Trademark Collateral, including all documentation necessary to reflect such release in the United States Patent and Trademark Office.

11. Costs and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Debtor on demand by Secured Party and until so paid shall be added to the amount of the Obligations and shall bear interest at the rate prescribed in the Loan Agreement.

12. Litigation and Proceedings.

(a) Debtor shall have the duty, through counsel reasonably acceptable to Secured Party, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter, other than those discontinued or abandoned in the ordinary course of business, until the Obligations shall have been paid in full and to preserve and maintain all rights in trademark applications and trademarks of the Trademarks in the ordinary course of business. Any expenses incurred in connection with such an application shall be borne by Debtor. Debtor shall not abandon any right to file a trademark application, or any pending trademark application or trademark, other than those discontinued or abandoned in the ordinary course of business without the consent of Secured Party, which consent shall not be unreasonably withheld.

(b) Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name, as the holder of a security interest in the Trademark Collateral, to enforce the Trademarks, and any license thereunder, in which event Debtor shall at the request of Secured Party do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Secured Party in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify the Secured Party for all costs and expenses incurred in the exercise of its rights under this paragraph 12. Nothing herein shall be deemed to prohibit Debtor from bringing any such suit in its own name at any time that an Event of Default does not exist, if Secured Party declines to institute suit.

13. Secured Party May Perform. If Debtor fails to comply with any of its obligations hereunder, Secured Party may do so in Debtor's name or in Secured Party's name, but at Debtor's expense, and Debtor agrees to reimburse Secured Party in full for all expenses, including reasonable attorney's fees, incurred by Secured Party in prosecuting, defending or maintaining the Trademarks or Secured Party's interest therein pursuant to this Agreement.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof.

16. Binding Effect; Benefits. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. Notices. All notices and other communications hereunder shall be in writing and shall be made by telegram, telex, electric transmitter or overnight air courier or certified or registered mail, return receipt requested, and shall be deemed to be received by the other party one (1) business day after sending, if sent by telegram, telex, electric transmitter or overnight air courier, and three (3) business days after mailing, if sent by certified or registered mail. All notices addressed to the party to be notified as follows:

If to Debtor, at: Astral Buoyancy Company
829 Riverside Drive, Suite 125
Asheville, North Carolina 28801
Attn: Philip S. Curry
acsimile No. _____

If to Secured Party, at: Lighthouse Financial Corp.
925 West Market Street
Greensboro, North Carolina 27401
Attention: Todd Miller
Facsimile No. 336-230-2262

or to such other address as each party may designate for itself by like notice given in accordance with this Section 17.

18. Governing Law; Consent to Forum. THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NORTH CAROLINA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA. AS PART OF THE CONSIDERATION FOR NEW VALUE RECEIVED, AND REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF THE DEBTOR OR THE SECURED PARTY, THE DEBTOR HEREBY CONSENTS AND AGREES THAT THE SUPERIOR COURT OF GUILFORD COUNTY, NORTH CAROLINA, OR, AT THE SECURED PARTY'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF NORTH

CAROLINA, GREENSBORO DIVISION, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE DEBTOR AND THE SECURED PARTY PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT. THE DEBTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND THE DEBTOR HEREBY WAIVES ANY OBJECTION WHICH THE DEBTOR MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. THE DEBTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO THE DEBTOR AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF THE DEBTOR'S ACTUAL RECEIPT THEREOF OR 3 DAYS AFTER DEPOSIT IN THE U.S. MAILED, PROPER POSTAGE PREPAID. NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO AFFECT THE RIGHT OF THE SECURED PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR TO PRECLUDE THE ENFORCEMENT BY THE SECURED PARTY OF ANY JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THIS AGREEMENT TO ENFORCE THIS AGREEMENT IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION.

19. Waiver of Jury Trial. THE DEBTOR WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY (WHICH THE SECURED PARTY HEREBY ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS OR THE COLLATERAL. THE DEBTOR ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THE SECURED PARTY'S ENTERING INTO THE LOAN AGREEMENT AND EXTENDING CREDIT TO THE DEBTOR THEREUNDER AND THAT THE SECURED PARTY IS RELYING UPON THIS WAIVER IN ITS FUTURE DEALINGS WITH THE DEBTOR. THE DEBTOR WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THE FOREGOING WAIVER WITH ITS LEGAL COUNSEL AND HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

20. Counterparts. This Agreement may be executed by the parties hereto in one or more counterparts, each of which when so executed shall be an original. When taken together, such counterparts shall constitute but one and the same document.

[signatures begin on the following page]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

WITNESS the execution hereof on the day and year first above written.

ASTRAL BUOYANCY COMPANY, a North
Carolina corporation
("Debtor")

By: 
Name: Philip S. Curry
Title: President

LIGHTHOUSE FINANCIAL CORP., a North
Carolina corporation
("Secured Party")

By: _____
Title: _____

[notary acknowledgements appear on the next page]

STATE OF IDAHO

COUNTY OF BLAINE

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document:

Phillip S. Curry (insert name, not title).

Date: 26th of Feb., 2018

Stephen E. DeFort
Print Name: Stephen E. DeFort
Notary Public

(Official Seal)

My Commission expires: 05/18/2023

STATE OF _____

COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document:

_____ (insert name, not title).

Date: _____, 2018

Print Name: _____
Notary Public

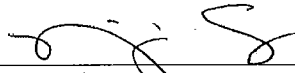
(Official Seal)

My Commission expires: _____

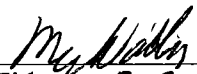
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

WITNESS the execution hereof on the day and year first above written.

ASTRAL BUOYANCY COMPANY, a North
Carolina corporation
("Debtor")

By: 
Name: Philip S. Curry
Title: President

LIGHTHOUSE FINANCIAL CORP., a North
Carolina corporation
("Secured Party")

By: 
Title: EXEC VP

[notary acknowledgements appear on the next page]

STATE OF _____

COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document:
_____ (insert name, not title).

Date: _____, 2018

Print Name: _____
Notary Public

(Official Seal)

My Commission expires: _____

STATE OF North Carolina

COUNTY OF Guilford

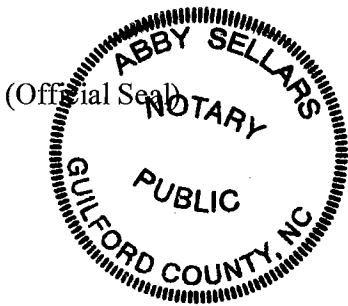
I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document:
Mark Walling (insert name, not title).

Date: February 19, 2018

Abby Sellars
Print Name: Abby Sellars
Notary Public

(Official Seal)

My Commission expires: 9/7/2021



SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT

See _____ () pages attached hereto

SCHEDULE A

ASTRAL BUOYANCY COMPANY TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Expiration Date</u>
AIR ESCAPE	3504899	September 23, 2008	
ASTRAL	4035069	October 4, 2011	
ASTRAL	4035070	October 4, 2011	
ASTRAL	4052259	November 8, 2011	
ASTRAL	4130675	April 24, 2012	
ASTRAL	4251687	November 27, 2012	
ASTRAL	4716631	April 7, 2015	
ASTRAL	4748173	June 2, 2015	
G®	4628067	October 28, 2014	
LAYLA	5058911	October 11, 2016	
Image: lotus flower	4960851	May 17, 2016	
Image: star	4880752	January 5, 2016	
TREAD MORE	4463154	January 7, 2014	

FILED BUT UNREGISTERED MARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
LEVEL FOOTBED	87111812	Filed July 21, 2016
LOTUS DESIGNS	86343195	Filed July 21, 2014
LOTUS DESIGNS	86343183	Filed July 21, 2014
Lotus flower image	86343242	Filed July 21, 2014