

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIXXUS Industrial Holdings Company, LLC		05/14/2018	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	5980 Fairview Road		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85457627	FIXXUS	
CORRESPONDENCE DATA			
Fax Number:	7037480244		
<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:	7037605200		
Email:	ip@williamsmullen.com		
Correspondent Name:	Williams Mullen		
Address Line 1:	8300 Greensboro Drive		
Address Line 2:	Suite 1100		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Andrew R. Shores		
SIGNATURE:	/Andrew R. Shores/		
DATE SIGNED:	05/16/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 14, 2018 (this "*Agreement*"), is made by FIXXUS Industrial Holdings Company, LLC, a North Carolina limited liability company (the "*Grantor*") in favor of Pinnacle Bank (the "*Secured Party*").

WITNESSETH:

WHEREAS, pursuant to that certain the Credit Agreement, dated as of even date herewith, among Grantor, Secured Party and certain other parties thereto, from time to time (collectively, as amended, supplemented, restated or otherwise modified from time to time, the "*Credit Agreement*"), the Secured Party has committed to make Loans to the Grantor;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Intellectual Property Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants to the Secured Party, a continuing security interest in all of Grantor's right, title and interest, whether now or hereafter existing or acquired by Grantor, in and to the following ("*Intellectual Property Collateral*"):

- (a) each patent and patent application referred to on Schedule I;
- (b) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature referred to on Schedule I;
- (c) the right to sue third parties for past, present and future infringements of any Intellectual Property Collateral; and

(d) all proceeds of, and rights associated with, the foregoing (including proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of the Secured Party in the Intellectual Property Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Credit Agreement and the other Loan Documents. The Credit Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Governing Law. **THIS AGREEMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.**

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

(Signature Pages Follow)

INTELLECTUAL PROPERTY SECURITY AGREEMENT
[Signature Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

Fixxus Industrial Holdings Company, LLC
a North Carolina limited liability company

By:  [SEAL]

Name: Hans E. Peterson

Title: Vice President

INTELLECTUAL PROPERTY SECURITY AGREEMENT
[Signature Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

SECURED PARTY:

Pinnacle Bank

By: 
Richard Hardison, Senior Vice President

SCHEDULE I
to Intellectual Property Security Agreement

Patents:

Owner	Patent No.	Filing Date	Issue Date	Title	Application No.	Jurisdiction
Fixxus Industrial Holdings Company, LLC	8,479,472	June 17, 2011	July 9, 2013	An Interior Surface System and Method	13/163,361	USA

Trademarks:

Owner	Registration No.	Filing Date	Reg. Date	Mark	Serial No.	Jurisdiction
Fixxus Industrial Holdings Company, LLC	4,266,756	Oct. 27, 2011	Jan. 1, 2013	FIXXUS	85/457,627	USA

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