

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVFX, LLC		06/19/2018	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	SALEM FIVE CENTS SAVINGS BANK		
Street Address:	210 ESSEX STREET		
City:	Salem		
State/Country:	MASSACHUSETTS		
Postal Code:	01970		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2303022	AVFX	
Registration Number:	3721277	AVFX	
Registration Number:	3279442	AVFX	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COAGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F177665		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	06/19/2018		
Total Attachments: 9			
source=Closing Copy - Intellectual Property Security Agreement (2)#page1.tif			

OP \$90.00 2303022

source=Closing Copy - Intellectual Property Security Agreement (2)#page2.tif
source=Closing Copy - Intellectual Property Security Agreement (2)#page3.tif
source=Closing Copy - Intellectual Property Security Agreement (2)#page4.tif
source=Closing Copy - Intellectual Property Security Agreement (2)#page5.tif
source=Closing Copy - Intellectual Property Security Agreement (2)#page6.tif
source=Closing Copy - Intellectual Property Security Agreement (2)#page7.tif
source=Closing Copy - Intellectual Property Security Agreement (2)#page8.tif
source=Closing Copy - Intellectual Property Security Agreement (2)#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of June 19, 2018 by and between **SALEM FIVE CENTS SAVINGS BANK** (“Bank”) and **AVFX, LLC**, a Massachusetts limited liability company (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its intellectual property to secure the Obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, the Security Agreement, and this Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Release and Termination. Upon any sale, transfer or disposition of any Intellectual Property Collateral in a transaction permitted by the Loan Agreement, the security interest granted to Bank hereunder in such Intellectual Property Collateral shall automatically be released and terminated. This Agreement shall continue until all Obligations of the Grantor to the Bank (other than contingent indemnification and reimbursement obligations) have been satisfied, whereupon this Agreement shall automatically terminate, the security interest granted to Bank hereunder in respect of all Intellectual Property Collateral shall be released and terminated, and the Grantor is hereby authorized to file customary lien terminations with the United States Patent and Trademark Office and a UCC-3 termination statement with respect to the Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual

Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

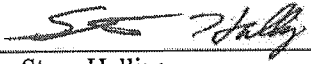
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

AVFX, LLC

By: 
Name: Steve Halling
Title: Chief Executive Officer

BANK:

SALEM FIVE CENTS SAVINGS BANK

By: _____
Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006357 FRAME: 0182

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

AVFX, LLC

By: _____

Name:

Title:

BANK:

SALEM FIVE CENTS SAVINGS BANK

By:  _____

Name: Patrick F. Padden, Jr.

Title: Senior Vice President

EXHIBIT A

None

EXHIBIT B

Patents

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/ Registration Number</u>	<u>Registration Date</u>
AVFX	75508115/2303022	12/21/99
AVFX	77677117/3721277	12/8/09
AVFX	78707320/3279442	8/14/07

EXHIBIT D

Mask Works

None

2316529.2