

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480084

<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>
Tadpole Cartesia Inc.		06/26/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guaranty Bank and Trust Company		
<b>Street Address:</b>	1331 17TH Street, Suite 200		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Corporation: COLORADO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3757297	TC TECHNOLOGY	
<b>Registration Number:</b>	4293682	MIMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3032231100		
<b>Email:</b>	cmerriam@bhfs.com		
<b>Correspondent Name:</b>	Cassidy A. Merriam		
<b>Address Line 1:</b>	410 Seventeenth Street, Suite 2200		
<b>Address Line 2:</b>	Brownstein Hyatt Farber Schreck		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	006595.0024		
<b>NAME OF SUBMITTER:</b>	Cassidy A. Merriam		
<b>SIGNATURE:</b>	/CAM/		
<b>DATE SIGNED:</b>	06/29/2018		
<b>Total Attachments: 5</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 26, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**IP Security Agreement**”), is made by TADPOLE CARTESIA, INC. d/b/a TC Technology, a Delaware corporation (the “**Grantor**”), in favor of GUARANTY BANK AND TRUST COMPANY, a Colorado corporation (the “**Lender**”).

WHEREAS, pursuant to the Amended and Restated Credit and Security Agreement dated as of March 30, 2018, as amended by that certain Joinder and Second Amendment to Amended and Restate Credit and Security Agreement dated as of the date hereof (the “**Second Amendment**”), among (i) SSP INNOVATIONS, LLC, a Colorado limited liability company (“**SSP**”), (ii) SSP-WIND LAKE, LLC, a Delaware limited liability company (“**Wind Lake**”, and together with SSP, the “**Borrower**”), (iii) SSP INNOVATIONS HOLDINGS, LLC, a Delaware limited liability company, (iv) the Grantor, and (v) the Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Credit Agreement, as amended.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Lender, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including all of Grantor’s copyrights, trademarks, and patents, as applicable, and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Lender, as follows:

1. Grant of Security. Grantor hereby grants to the Lender, a security interest in all of Grantor’s right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Indebtedness:

(a) all Owned Intellectual Property consisting of Trademarks, as identified in Schedule 1 (but excluding in all cases any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest pledged) and the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) the right to sue or otherwise recover for any and all past, present and future material Infringements (as defined in the Credit Agreement) and misappropriations of any of the property described in (a) above, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above.

2. Recordation. Grantor authorizes Lender to request that the Register of Copyrights, the Commissioner for Patents or the Commissioner for Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. Section 8.13 of the Credit Agreement is incorporated mutatis mutandis.

5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement, as applicable, shall govern.

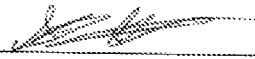
6. Notice. Section 8.3 of the Credit Agreement is incorporated mutatis mutandis.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**TADPOLE CARTESIA, INC.**  
a Delaware corporation

By:   
Name: Steven Wacaster  
Title: Authorized Signatory

[Signature Page To Intellectual Property Security Agreement]

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**LENDER:**

**GUARANTY BANK AND TRUST COMPANY**

By:           *Jh SMA evp*            
Name: Joseph Miltimore  
Title: Executive Vice President

**SCHEDULE 1**

**Trademarks**

**U.S. Trademarks**

<b><u>Mark</u></b>	<b><u>Filed</u></b>	<b><u>Serial Number</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>	<b><u>Registered Owner</u></b>
TC Technology	7/23/2009	77788400	3757297	3/9/2010	Tadpole Cartesia, Inc.
MIMS	6/4/2012	85642771	4293682	2/19/2013	Tadpole Cartesia, Inc.