

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANYANTECH ALPHA, LLC		09/06/2018	Limited Liability Company: DELAWARE
HELM, LLC		09/06/2018	Limited Liability Company: MICHIGAN
HELM HOLDING, LLC		09/06/2018	Limited Liability Company: MICHIGAN
HELM PROMOTIONS, LLC		09/06/2018	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	8850 Boedeker, 4th Floor		
Internal Address:	MC 6595		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4808273	HELMINC.COM	
Registration Number:	4808199	HELM	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Nancy Graham		

CH \$65.00 4808273

SIGNATURE:	/Nancy Graham/
DATE SIGNED:	09/07/2018
Total Attachments: 8 source=Intellectual Property Security Agreement (Helm)#page1.tif source=Intellectual Property Security Agreement (Helm)#page2.tif source=Intellectual Property Security Agreement (Helm)#page3.tif source=Intellectual Property Security Agreement (Helm)#page4.tif source=Intellectual Property Security Agreement (Helm)#page5.tif source=Intellectual Property Security Agreement (Helm)#page6.tif source=Intellectual Property Security Agreement (Helm)#page7.tif source=Intellectual Property Security Agreement (Helm)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of September 6, 2018, is made by BANYANTECH ALPHA, LLC, a Delaware limited liability company (“Borrower”), HELM, LLC, a Michigan limited liability company, HELM HOLDING, LLC, a Michigan limited liability company, and HELM PROMOTIONS, LLC, a Michigan limited liability company (collectively, “Guarantor” and together with Borrower, the “Grantor”), in favor of Comerica Bank (the “Secured Party”).

WHEREAS, Borrower and the Secured Party have entered into a Credit Agreement dated as of the date hereof (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, Guarantor executed a Guaranty dated as of the date hereof in favor of Bank (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty”).

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Credit Agreement, the Grantor has executed and delivered in favor of the Secured Party that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, all intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in all of the Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) the patents and patent applications set forth in Schedule A attached hereto (collectively, the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by the Grantor (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of the Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral as more fully set forth in the Security Agreement and Credit Agreement.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

Facsimile No.: _____
Attention: _____

GRANTOR:

BANYANTECHALPHA, LLC

By:  _____
Tarvir Arfi
President and Chief Executive Officer

HELM, LLC,
HELM HOLDING, LLC, and
HELM PROMOTIONS, LLC

By: _____
Lorne Dubrowsky
President of each entity listed above

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

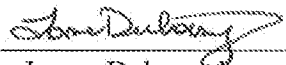
.....
.....
Facsimile No.:
Attention:

GRANTOR:

BANYANTECH ALPHA, LLC

By:
Tanvir Arfi
President and Chief Executive Officer

HELM, LLC,
HELM HOLDING, LLC, and
HELM PROMOTIONS, LLC

By: 
Lorne Dubrowsky
President of each entity listed above

Address of Bank:

Comerica Bank
8850 Boedeker, 4th Floor
MC 6595
Dallas, Texas 75225
Facsimile No.: (214) 890-5186
Attention: Julie M. Brandenburg

BANK:

COMERICA BANK

By: 

Julie M. Brandenburg
Corporate Banking Officer

SCHEDULE A

PATENTS

None.

SCHEDULE B
TRADEMARKS

Serial #	Filing Date	Registration #	Registration Date	Mark	Registrant
86525210	2/5/2015	4808273	9/8/2015	HELMINC.COM	Helm Incorporated
86524338	2/4/2015	4808199	9/8/2015	HELM	Helm Incorporated

SCHEDULE C

COPYRIGHTS

None.