

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capsonic Automotive, Inc.		10/23/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Encina Business Credit SPV, LLC		
Street Address:	123 N. Wacker Drive, Suite 2400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87900355	AMERICAN RESEARCH & ENGINEERING	
CORRESPONDENCE DATA			
Fax Number:	6508152601		
<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:	6508152600		
Email:	svtmdocketing@sheppardmullin.com		
Correspondent Name:	Chelseaa Bush c/o Sheppard Mullin et al		
Address Line 1:	379 Lytton Avenue		
Address Line 4:	Palo Alto, CALIFORNIA 94301		
ATTORNEY DOCKET NUMBER:	64LK - 287059		
NAME OF SUBMITTER:	Chelseaa Bush		
SIGNATURE:	/ChelseaaBush/		
DATE SIGNED:	11/05/2018		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 23, 2018 (this “Agreement”), is between CAPSONIC AUTOMOTIVE, INC., an Illinois corporation (“Grantor”) and ENCINA BUSINESS CREDIT SPV, LLC (“Lender”).

Reference is made to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “Loan Agreement”), by and among Borrowers, the other Loan Party Obligors from time to time party thereto and Lender. The Lender has agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lender to extend such credit is conditioned upon, among other things, the execution and delivery of this Agreement. Grantor and the other Loan Party Obligors will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Loan Agreement and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor pursuant to the Loan Agreement did, and hereby does, grant to the Lender, its successors and assigns, for the benefit of the Lender, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a)(i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill; and


(b) all exclusive trademark licenses under which any Grantor is a licensee, including those listed on Schedule I.

SECTION 3. Collateral Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. To the extent allowed by applicable law, delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CAPSONIC AUTOMOTIVE, INC., an Illinois corporation

By: 
Name: Gregory Liautaud
Its: Authorized Signatory

ENCINA BUSINESS CREDIT SPV, LLC

By: _____
Name: Tracy Salyers
Its: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CAPSONIC AUTOMOTIVE, INC., an Illinois corporation

By: _____
Name: Gregory Liautaud
Its: Authorized Signatory

ENCINA BUSINESS CREDIT SPV, LLC

By: Tracy Salyers
Name: Tracy Salyers
Its: Authorized Signatory

SCHEDULE I

Trademarks Owned by Capsonic Automotive, Inc.

Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Capsonic Automotive	78880315	05/10/2006
American Research & Engineering	78880,357	05/10/2006

Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
American Research & Engineering	87900355	04/30/2018

State Trademark Registrations

<u>State</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Expiration Date</u>

Exclusive Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Expiration Date</u>