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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM498322

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Iron Container, LLC		10/05/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	STERLING NATIONAL BANK	
Street Address:	8401 N. Central Expressway, Suite 600	
City: Dallas		
State/Country:	TEXAS	
Postal Code: 75225		
Entity Type: National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3414898	BRUSH HAWG

CORRESPONDENCE DATA

Fax Number: 7137546652

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.

Phone: 713-374-3652

Email: MORENOA@GTLAW.COM
Correspondent Name: Greenberg Traurig, LLP

Address Line 1: 2200 Ross Avenue, Suite 5200

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	113333.017200
NAME OF SUBMITTER:	Nan Braley
SIGNATURE:	/Nan Braley/
DATE SIGNED:	11/15/2018

Total Attachments: 13

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PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (the "<u>Agreement</u>") is made effective as of October 5, 2018 between the grantors identified on the signature pages hereto (whether one or more, each, together with its successors and permitted assigns, a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>") and **STERLING NATIONAL BANK**, a national banking association ("<u>Secured Party</u>"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement (as defined below).

RECITALS

- A. Iron Container, LLC, as Borrower, and Iron Container Holdings, LLC, as Parent (collectively, the "<u>Credit Parties</u>"), and Secured Party have entered into that certain Loan and Security Agreement dated as of November 18, 2016, pursuant to which the Secured Party has agreed to extend a revolving line of credit to the Credit Parties on the terms and conditions set forth therein (as amended by that certain First Amendment to Loan and Security Agreement dated as of April 6, 2018, that certain Second Amendment to Loan and Security Agreement dated as of October 5, 2018, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Loan Agreement</u>").
- B. In order to induce Secured Party to extend credit to the Credit Parties under the Loan Agreement, and as a condition thereto, each Grantor is required to execute and deliver to Secured Party this Agreement and pursuant hereto to assign and grant to Secured Party a security interest (to the extent any grant of a security interest is not prohibited by applicable law or governmental authority) in and to all of such Grantor's right, title, and interest in the Intellectual Property Collateral (as defined below). Any such Intellectual Property Collateral that is registered or has a pending application is listed on Schedule A attached hereto and incorporated herein by reference, as the same may be amended and supplemented from time to time.
- NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:
- 1. <u>Grant of Security Interest</u>. As collateral security for the prompt and punctual payment and performance of the Secured Obligations and for the prompt performance by Grantors of their obligations and undertakings under this Agreement and the other Loan Documents, each Grantor hereby grants to Secured Party a security interest in all of the Intellectual Property Collateral of such Grantor, whether now owned or hereafter acquired by such Grantor, and hereby grants, pledges and hypothecates such Intellectual Property Collateral to Secured Party.

PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (IRON CONTAINER) $\,$

- 2. <u>Representations, Warranties and Covenants</u>. Each Grantor hereby covenants, warrants and represents that:
- (a) Set forth on <u>Schedule A</u> attached hereto is a true and complete list as of the date hereof of all Intellectual Property Collateral of such Grantor that is registered or has a pending application with the United States Patent and Trademark Office or the United States Copyright Office or is otherwise material to such Grantor's business.
- (b) The Grantor listed on <u>Schedule A</u> as the owner of any Intellectual Property Collateral is the sole and exclusive owner of all such Intellectual Property Collateral, free and clear of all liens and encumbrances, except for the security interest and assignment created by this Agreement and the other Loan Documents and Permitted Liens. Each Grantor will defend the right, title and interest in and to its Intellectual Property Collateral material to the conduct of its business against any and all claims of any third parties.
- (c) All Intellectual Property Collateral of such Grantor is valid and enforceable and is not subject to any claim, judgment or administrative or arbitral decision that questions its validity or enforceability, any Grantor's purported rights thereunder or any Grantor's rights to use the same in its business.
- (d) The execution, delivery and performance of this Agreement by such Grantor does not (i) violate, conflict with, result in a breach of, constitute a default under, result in the termination of, or result in the creation of any encumbrances upon any of the Intellectual Property Collateral of such Grantor, under any agreement to which any Grantor is a party or by which any Grantor is bound, or (ii) violate any laws, rules, regulations or orders applicable to any of the Intellectual Property Collateral.
- (e) Such Grantor has used, and will continue to use for the duration of this Agreement, reasonably consistent standards of quality in the manufacture of the products sold under the Trademarks or utilizing any Patents, Copyrights or Other Assets.
- (f) Such Grantor shall maintain and protect the validity and enforceability of its Intellectual Property Collateral material to the conduct of its business and shall take any and all actions as are necessary or appropriate to properly maintain, protect, preserve, care for, and enforce any of such Intellectual Property Collateral, including, without limitation, payment when due of such fees, taxes, and other expenses which shall be incurred or which shall accrue with respect to any of its Intellectual Property Collateral, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP.
- (g) Grantors agree that this Agreement may be recorded with the United States Patent and Trademark Office, the United States Copyright Office, and any other government or public office or agency of the United States of America, as applicable, and, except for such filing of this Agreement or the filing of any UCC financing statements, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body of the United States of America or any foreign

PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (IRON CONTAINER) – PAGE 2

country is required either (i) for the grant by Grantors of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantors or (ii) for the perfection or the exercise by Secured Party of its rights and remedies hereunder.

- (h) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of such Grantor with respect to any of its Intellectual Property Collateral is accurate and complete in all material respects.
- Obligations shall have been satisfied in full, any Grantor shall obtain rights to any new Intellectual Property Collateral not listed in Schedule A, the provisions of this Agreement shall automatically apply thereto (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority), and to the extent an application for registration of such Intellectual Property Collateral is made, such Grantor shall (a) give Secured Party written notice within 15 days thereof and, (b) upon Secured Party's request, execute, deliver and file any agreements, instruments, registrations and filings which Secured Party may reasonably request to confirm Secured Party's security interest therein and to put such security interest of record in such office. Each Grantor hereby appoints Secured Party as its attorney in fact, and hereby acknowledges and agrees that such power of attorney is irrevocable and coupled with an interest.
- 4. Revision of Schedule A. Each Grantor hereby authorizes Secured Party to modify this Agreement by amending Schedule A to include any new Intellectual Property Collateral (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority) without the necessity of any Grantor's approval of or signature to such amendment, and each Grantor shall do all such other acts (at its own expense) deemed reasonably necessary or appropriate by Secured Party to implement or preserve Secured Party's interests therein. All representations and warranties of Grantors set forth herein shall be deemed to be restated by Grantors as of the date of any such amendment of or supplement to Schedule A with full force and effect as though made on such date.
- 5. <u>Remedies Upon Event of Default</u>. If any Event of Default shall have occurred and be continuing, Secured Party shall have the rights and remedies set forth in this Agreement and the Loan Agreement or otherwise allowed by law. In addition, if any Event of Default has occurred and is continuing:
 - (a) Secured Party may license, or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Copyrights, Patents or Trademarks included in the Intellectual Property Collateral throughout the world for such term or terms, on such conditions and in such manner as Secured Party shall in its sole discretion determine;
 - (b) Secured Party may (without assuming any obligations or liability thereunder), at any time and from time to time, in its sole discretion, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all

PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (IRON CONTAINER) – PAGE 3 $\,$

rights and remedies of Grantors in, to and under any Copyright Licenses, Patent Licenses or Trademark Licenses and take or refrain from taking any action under any thereof, and EACH GRANTOR HEREBY RELEASES SECURED PARTY FROM, AND AGREES TO HOLD SECURED PARTY FREE AND HARMLESS FROM AND AGAINST, ANY CLAIMS AND EXPENSES ARISING OUT OF ANY LAWFUL ACTION SO TAKEN OR OMITTED TO BE TAKEN WITH RESPECT THERETO; and

- (c) upon request by Secured Party, each Grantor will execute and deliver to Secured Party a power of attorney, in form and substance satisfactory to Secured Party, for the implementation of any lease, assignment, license, sublicense, grant of option, sale or other disposition of a Copyright, Patent or Trademark or any action related thereto. In the event of any such disposition pursuant to this Section, each Grantor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing Trademarks or the products or services made or rendered in connection with Patents, and its customer lists and other records relating to such Patents or Trademarks and to the distribution of said products, to Secured Party.
- 6. <u>Termination</u>. It is contemplated by the parties that there may be times when no Secured Obligations are outstanding, but notwithstanding such occurrences, this Agreement shall remain valid and shall be in full force and effect as to subsequent outstanding Secured Obligations. On the Termination Date, this Agreement shall terminate and Secured Party shall execute and deliver to Grantors, at Grantors' expense, all deeds, assignments, termination statements under the Uniform Commercial Code, and other instruments as may be necessary or proper to release Secured Party's security interest in and/or re-vest in Grantors full title to any part of the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.
- 7. Fees and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable fees and disbursements of Secured Party's counsel and of any experts and agents incurred by Secured Party in connection with (a) the transactions that give rise to this Agreement, (b) the preparation of this Agreement and the perfection and preservation of the security interest created under this Agreement, (c) the administration of this Agreement, (d) the custody, preservation, use, or operation, or the sale of, collection from, or other realization upon, any Intellectual Property Collateral, (e) the exercise or enforcement of any of the rights of Secured Party hereunder, (f) the defending or prosecuting of any actions or proceedings arising out of or related to any part of the Intellectual Property Collateral, or (g) the failure by Grantors to perform or observe any of the provisions hereof, except expenses determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from Secured Party's gross negligence or willful misconduct, shall constitute Lender Expenses under Section 13.5 of the Loan Agreement and shall be borne and paid by Grantors in accordance with the applicable provisions of the Loan Agreement.

Patent, Copyright and Trademark Security Agreement (Iron Container) – Page 4 $\,$

- 8. Protection of Intellectual Property Collateral. Each Grantor agrees to take, at its own expense, commercially reasonable steps to prosecute diligently any applications related to any Intellectual Property Collateral material to the conduct of its business pending as of the date of this Agreement or thereafter and will defend and protect such Intellectual Property Collateral and its rights thereunder against any infringement, dilution or misappropriation and will defend any claim or administrative or arbitral challenge that questions the validity or enforceability of such Intellectual Property Collateral, such Grantor's purported rights therein and thereunder or such Grantor's rights to register or patent the same or to use and practice the same in its business. Each Grantor will give Secured Party notice of any proceeding in which such defense is being carried on. Each Grantor further agrees to make federal application on registrable but unregistered Trademarks, Copyrights or Patents. Any expenses incurred in connection therewith shall be borne by such Grantor. Except as permitted by the Loan Agreement, no Grantor shall abandon or dedicate to the public any of the Intellectual Property Collateral material to the conduct of its business, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any part of such Intellectual Property Collateral or loss of or adverse effect on any rights in any part of such Intellectual Property Collateral, without the consent of Secured Party, which consent shall not be unreasonably withheld.
- 9. Grantor's Right to Protect. Each Grantor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any part of the Intellectual Property Collateral, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. GRANTORS SHALL PROMPTLY, UPON DEMAND, REIMBURSE AND INDEMNIFY SECURED PARTY FOR ALL DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY SECURED PARTY IN THE FULFILLMENT OF THE PROVISIONS OF THIS SECTION 11 IN ACCORDANCE WITH THE TERMS OF THE LOAN AGREEMENT.
- Grantor's true and lawful attorney-in-fact and proxy with full authority in the place and stead of such Grantor and in the name of such Grantor, or otherwise, from time to time in Secured Party's discretion after an Event of Default has occurred and during its continuance, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including any endorsement of such Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to use any of the Intellectual Property Collateral, or any grant or issuance of any exclusive or non-exclusive license under any of the Intellectual Property Collateral to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of any of the Intellectual Property Collateral to anyone else. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is irrevocable coupled with an interest.

PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (IRON CONTAINER) – PAGE 5 $\,$

- 11. <u>Secured Party's Rights to Take Action</u>. If any Grantor fails to comply with any of its obligations hereunder after reasonable request by Secured Party and after giving effect to any applicable grace periods, Secured Party may do so in such Grantor's name or in Secured Party's name, but at such Grantor's expense, and such Grantor hereby agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining any of the Intellectual Property Collateral.
- Effect on Other Loan Documents. This Agreement is a "Loan Document" as 12. defined in the Loan Agreement and is supplemental to the Loan Agreement, and in no event shall this Agreement, or the recordation of this Agreement or any other documents in connection herewith with the United States Patent and Trademark Office, the United States Copyright Office, or any other government or public office or agency of the United States of America, adversely affect or impair, in any way or to any extent, the other Loan Documents, and the security interest of Secured Party in the Collateral (including the Intellectual Property Collateral) pursuant to the other Loan Documents. Any and all rights and interests of Secured Party in and to the Intellectual Property Collateral (and any and all obligations of Grantors with respect to the Intellectual Property Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the obligations of Grantors) in, to, or with respect to the Collateral (including Intellectual Property Collateral) provided in or arising under or in connection with the other Loan Documents. In the event of a conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.
- Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14. <u>Rights are Cumulative</u>. All of Secured Party's rights and remedies with respect to any of the Intellectual Property Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.
- 15. <u>Notices</u>. Notices that are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Loan Agreement, in the manner and within the time specified in the Loan Agreement.
- 16. <u>Severability</u>. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such

PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (IRON CONTAINER) – PAGE 6 $\,$

clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

- 17. <u>Modification and Amendment</u>. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise set forth herein.
- 18. <u>Successors and Assigns</u>. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Without limiting the generality of the foregoing, Secured Party and any other Lender Party may (except as otherwise provided in the Loan Agreement) pledge, assign or otherwise transfer any or all of their respective rights under any or all of the Loan Documents to any other Person, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted herein or otherwise. None of the rights or duties of Grantors hereunder may be assigned or otherwise transferred without the prior written consent of Secured Party.
- 19. <u>Governing Law; Waiver of Jury Trial; Fees and Expenses</u>. The terms of Sections 13.3 (Governing Law; Venue), 13.4 (Waiver of Jury Trial) and 13.5 (Fees and Expenses) of the Loan Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.
- 20. <u>Indemnity</u>. In addition to, but not in qualification or limitation of, any similar obligations under other Loan Documents, Grantors will indemnify Secured Party, together with its Affiliates, equity interest owners, officers, directors, members, managers, partners, employees, agents and representatives (collectively, the "Indemnitees") from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including enforcement of this Agreement), whether based on contract, tort or any other theory, whether brought by a third party or by Grantors, and regardless of whether any Indemnitee is a party thereto, in all cases, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE NEGLIGENCE OF THE INDEMNITEE; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by Grantors against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if such Grantor has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.
- 21. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that facsimile, pdf or other electronically transmitted signatures of this Agreement shall have the same force and effect as original signatures.

PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (IRON CONTAINER) – PAGE 7

- 22. <u>No Oral Agreements</u>. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten agreements between the parties.
- 23. <u>Deficiency</u>. In the event that the proceeds of any sale, collection or realization of or upon the Intellectual Property Collateral by Secured Party are insufficient to pay all Secured Obligations and any other amounts to which Secured Party is legally entitled, Grantors shall be liable for the deficiency, together with interest thereon as provided in the governing Loan Documents or (if no interest is so provided) at such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees of any attorneys employed by Secured Party to collect such deficiency.
- 24. <u>Definitions</u>. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning given to such terms in the Loan Agreement. The following terms shall have the definitions set forth below:

"Copyright License" means any license or other agreement, whether now or hereafter in existence, under which is granted or authorized any right to use, translate, copy, reproduce, distribute, prepare derivative works, display, manufacture, sell or publish any records or other materials on which a Copyright is in existence or may come into existence, including the agreements identified in Schedule A attached hereto.

"Copyrights" means all the following: (a) all copyrights under the laws of the United States or any other country (whether or not the underlying works of authorship have been published), whether now or hereafter in existence, and all registrations and recordings thereof, all intellectual property rights to works of authorship (whether or not published), and all application for copyrights under the laws of the United States or any other country, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule A attached hereto, (b) all reissues, renewals and extensions thereof, (c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing, and (d) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof.

"<u>Domain Names</u>" means all domain names of a Grantor, whether now or hereafter in existence, including those described in <u>Schedule A</u> attached hereto, and all right, title and interest in respect thereof.

"<u>Intellectual Property Collateral</u>" means any Copyrights, Copyright Licenses, Other Assets, Patents, Patent Licenses, Trademarks, and Trademark Licenses; <u>provided</u>, <u>however</u>, that Intellectual Property Collateral shall at no time include Excluded Property (as defined in the Loan Agreement).

PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (IRON CONTAINER) – PAGE 8 $\,$

"Other Assets" means any other proprietary rights and intellectual property of a Grantor, including without limitation, Domain Names, trade secrets, formulations, manufacturing procedures, quality control procedures and product specifications relating to any products sold under the Patents, Copyrights, or Trademarks.

"Patent License" means any license or other agreement, whether now or hereafter in existence, under which is granted or authorized any right with respect to any Patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or application for patent on such invention may come into existence, including the agreements identified in Schedule A attached hereto.

"Patents" means all the following: (a) all letters patent and design letters patent of the United States or any other country, whether now or hereafter in existence, and all applications for letters patent and design letters patent of the United States or any other country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule A attached hereto, (b) all reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof, (c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing, and (d) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof.

"Secured Obligations" means all Obligations as and when due and payable under or in respect of the Loan Agreement and any of the other Loan Documents and all renewals, extensions, amendments, modifications, supplements or restatements of or substitutions for any of the foregoing.

"<u>Trademark License</u>" means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including the agreements identified on <u>Schedule A</u> attached hereto.

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, whether now or hereafter in existence, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule A attached hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with

PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (IRON CONTAINER) – PAGE 9

respect to any of the foregoing, including damages and payments for past, present or future infringements thereof.

[SIGNATURES ON FOLLOWING PAGE]

Patent, Copyright and Trademark Security Agreement (Iron Container) – Page $10\,$

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date set forth above.

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IRON CONTAINER, LLC

Name: Ryan D. Cortner Title: Vice President

SECURED PARTY:

STERLING NATIONAL BANK

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date set forth above.

GRANTOR:
IRON CONTAINER, LLC
Ву:
Name: Ryan D. Cortner
Title: Vice President
SECURED PARTY:
STERLING NATIONAL BANK
By: Babas GAR
Name: Barbara Coffin / U

Title: Vice President

SCHEDULE A Intellectual Property Collateral

A. ISSUED PATENTS AND PENDING PATENT APPLICATIONS

Credit Party	Appl. No.	<u>Title</u>	Publication <u>Date</u>	Publication No.
Iron Container, LLC	15/080,925	VEHICLE AND A SYSTEM FOR OPERATING A WORK IMPLEMENT OF A VEHICLE	5/18/2017	US 2017/0137072

B. REGISTERED TRADEMARKS AND PENDING TRADEMARK APPLICATIONS

<u>Credit Party</u>	Registration No.	Registration Date	<u>Mark</u>
Iron Container, LLC	3414898	04/22/2008	BRUSH HAWG

C. COPYRIGHT REGISTRATIONS AND PENDING COPYRIGHT APPLICATIONS

None.

D. DOMAIN NAMES

ironcontainer.com equipcomanufacturing.com nulifeenv.com brushhawg.com

RECORDED: 11/15/2018