TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504064

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aero Spray, Inc.		11/19/2018	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	The Provident Bank
Street Address:	5 Market Street
City:	Amesbury
State/Country:	MASSACHUSETTS
Postal Code:	01913
Entity Type:	Chartered Bank: MASSACHUSETTS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5547519	DAUNTLESS AIR

CORRESPONDENCE DATA

Fax Number: 6174220383

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: 6174220200
Email: acs@bostonbusinesslaw.com
Correspondent Name: Brian F. Plunkett
Address Line 1: 155 Federal Street, 9th Floor
Address Line 2: Hackett Feinberg P.C.
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Brian F. Plunkett
SIGNATURE:	/Brian F. Plunkett/
DATE SIGNED:	01/02/2019

Total Attachments: 6
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IP SECURITY AGREEMENT

This IP Security Agreement (this "Agreement"), dated as of November 19, 2018, is made by and between Aero Spray, Inc., a Minnesota corporation with an address at 50 W. Sorenson Avenue, Appleton, MN 56208 (the "Debtor"), and The Provident Bank, a Massachusetts Savings Bank, with an address of 5 Market Street, Amesbury, MA 01913 (the "Lender").

Recitals

A. The Debtor, Aero Spray Acquisition Company, a Delaware corporation, Aero Spray Holding Company, a Delaware corporation (collectively, the "Borrower") and Lender are parties to (i) a certain Amended and Restated Credit Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which Lender may now or hereafter extend credit to or for the account of the Borrower and (ii) that certain Security Agreement dated as of December 29, 2017, as amended by that certain Amendment No. 1 to Security Agreement dated of even date herewith, pursuant to which the undersigned Debtor has granted a continuing security interest in the Patents and Trademarks (each as defined below).

B. As a condition to extending credit to or for the account of the Borrower, Lender has required the execution and delivery of this Agreement by the Debtor.

In consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement or the Security Agreement, as applicable, that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with the marks listed on Exhibit B, but excluding any "intent-to-use" U.S. trademark applications to the extent that (x) a verified statement of use or an amendment to allege use has not been filed and accepted by the U.S. Patent and Trademark Office with respect thereto and (y) a grant of security interest in such applications would impair their validity or enforceability.

2. Security Interest. The Debtor hereby grants Lender a continuing security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is

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coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Patents and Trademarks are subject to, and more fully set forth in the terms and conditions of the Security Agreement. Debtor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

3. Governing Law; Execution in Counterparts. This Agreement shall be deemed to be a contract under the laws of the Commonwealth of Massachusetts, and the execution and delivery hereof and, to the extent not inconsistent with the preceding sentence, the terms and provisions hereof, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard for the conflicts of laws provisions therein. This 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.

[Signatures on following page]

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IN WITNESS WHEREOF, the parties have executed this IP Security Agreement as of the date first written above.

DEBTOR:

AERO SPRAY, INC.

By: _____
Name: Brett L'Esperance
Title: Chief Executive Officer

LENDER:

THE PROVIDENT BANK

By: _____
Name: Brent Mathews
Title: Senior Vice President

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IN WITNESS WHEREOF, the parties have executed this IP Security Agreement as of the date first written above.

DEBTOR:

AERO SPRAY, INC.

By: _____
Name:
Title:

LENDER:

THE PROVIDENT BANK

By: Brent Mathews
Name: Brent Mathews
Title: Senior Vice President

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EXHIBIT A

UNITED STATES ISSUED PATENTS

Not applicable.

UNITED STATES PATENT APPLICATIONS

Not applicable.

FOREIGN ISSUED PATENTS

Not applicable.

UNITED STATES PATENT APPLICATIONS

Not applicable.

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EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark	Registration Number	Registration Date
Dauntless Air	5547519	August 21, 2018

APPLICATIONS

Not applicable.

COLLECTIVE MEMBERSHIP MARKS

Not applicable.

UNREGISTERED MARKS

Not applicable.

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