

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502757

<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>
CPP INCORPORATED		12/19/2018	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CONVERGENT CAPITAL PARTNERS III, L.P.		
<b>Street Address:</b>	505 N. HIGHWAY 169		
<b>Internal Address:</b>	SUITE 175		
<b>City:</b>	MINNEAPOLIS		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55441		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5196094	WINDLAB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123713207		
<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>	612-371-3501		
<b>Email:</b>	tmg@ballardspahr.com		
<b>Correspondent Name:</b>	Marilyn Hargens		
<b>Address Line 1:</b>	80 South 8th Street		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Marilyn Hargens		
<b>SIGNATURE:</b>	/MH/		
<b>DATE SIGNED:</b>	12/19/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of December 19, 2018, is made by and between **CPP INCORPORATED**, a Colorado corporation (the “**Grantor**”) in favor of **CONVERGENT CAPITAL PARTNERS III, L.P.**, a Delaware limited partnership (the “**Secured Party**”).

WHEREAS, Grantor and Secured Party have entered into that certain Securities Purchase Agreement, dated as of even date herewith (the “**Loan Agreement**”);

WHEREAS, as a condition precedent to the issuance of the Senior Subordinated Promissory Note (as defined in the Loan Agreement) under the Loan Agreement, Grantor has executed and delivered to the Secured Party that certain Security Agreement, dated as of even date herewith, made by and between Grantor and the Secured Party (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, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

1. Grant of Security. Grantor hereby grants to the Secured Party a security interest in and to any and all property of the Grantor, including all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including those set forth on Schedule 1, including (i) all renewals thereof, (ii) all licenses, income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor’s business symbolized by the foregoing or connected therewith, and (v) all of Grantor’s rights corresponding thereto throughout the world (collectively, the “**Trademark Collateral**”); provided that no security interest is granted or pledged to the Secured Party in any United States “intent-to-use” trademark applications prior to the first use of such trademarks, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such United States “intent-to-use” trademark applications would be contrary to applicable law.

2. Recordation. Grantor authorizes the Commissioner for Trademarks to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security

Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in one or more counterparts, and will become effective when one or more counterparts have been signed by each of the parties. Facsimile signatures or signatures delivered electronically in PDF form shall be deemed to be and shall be treated for all purposes as original signature pages.

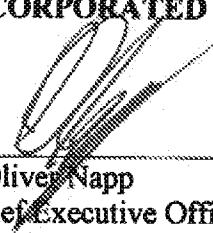
5. Successors and Assigns. This Trademark Security Agreement and all rights and obligations hereunder shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns.

6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MINNESOTA. AT THE OPTION OF THE SECURED PARTY, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR MINNESOTA STATE COURT SITTING IN HENNEPIN COUNTY, MINNESOTA; AND THE GRANTOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT GRANTOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, THE SECURED PARTY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, Grantor has caused this Trademark Security Agreement to be duly executed as of the date first above written.

**CPP INCORPORATED**

By:   
Name: Oliver Napp  
Title: Chief Executive Officer  
Address for Notices:

2400 Midpoint Drive, Suite 190  
Fort Collins, CO 80525  
Attn: Oliver Napp

ACCEPTED:

**CONVERGENT CAPITAL  
PARTNERS III, L.P.**

By: Convergent Capital III, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices:

Attention: John Mason  
505 North Highway 169, Suite 175  
Minneapolis, Minnesota 55441

IN WITNESS WHEREOF, intending to be legally bound, Grantor has caused this Trademark Security Agreement to be duly executed as of the date first above written.

**CPP INCORPORATED**

By: \_\_\_\_\_

Name: Oliver Napp

Title: Chief Executive Officer

Address for Notices:

2400 Midpoint Drive, Suite 190

Fort Collins, CO 80525

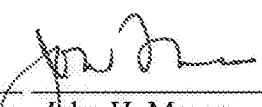
Attn: Oliver Napp

ACCEPTED:

**CONVERGENT CAPITAL  
PARTNERS III, L.P.**

By: Convergent Capital III, LLC

Its: General Partner

By:  \_\_\_\_\_

Name: John H. Mason

Title: Manager

Address for Notices:

Attention: John Mason

505 North Highway 169, Suite 175

Minneapolis, Minnesota 55441

**TRADEMARK**

**REEL: 006559 FRAME: 0281**

**SCHEDULE 1**  
**TRADEMARKS**



U.S. Trademark Reg. No. 5196094, registered May 2, 2017