

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARY, INC.		06/17/2019	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	536 SOUTH YORK STREET		
Internal Address:	2ND FLOOR, MK-IL-RM2		
City:	ELMHURST		
State/Country:	ILLINOIS		
Postal Code:	60126		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4752718	STINKBOSS	
Registration Number:	4349614	ARYVACMASTER	
Registration Number:	4346264	VACMASTER	
Registration Number:	4471438	VACMASTER	
Registration Number:	3312697	COMFORT GRIP	
Registration Number:	3173699	MAXX WEAR	
Registration Number:	3120152	ARY	
Registration Number:	3703670	TOTAL FRESHNESS SYSTEM	
Registration Number:	3600408	GAMEMASTER	
Registration Number:	3823256	COMFORT GRIP	
Registration Number:	1706276	VACMASTER	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	mjhoran@vorys.com		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
TRADEMARK			

CH \$290.00 4752718

Address Line 2: ATTN: LAURA T. GEYER
Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER: 27656-244

NAME OF SUBMITTER: Miranda J Horan

SIGNATURE: /miranda j horan/

DATE SIGNED: 06/17/2019

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may hereafter be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, this “Agreement”), dated as of June 17, 2019 (the “Effective Date”), is entered into by and between ARY, INC., a Missouri corporation (“Debtor”), whose principal place of business and mailing address is 5200 W. 110th Street, Suite 200, Overland Park, Kansas 66211, and U.S. BANK NATIONAL ASSOCIATION, a national banking association (“Secured Party”). Debtor hereby grants to Secured Party a continuing security interest in and to, and a Lien on, all of the “Trademark Collateral”, as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

1. OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the “Obligations”, as that term is defined in the Financing Agreement, dated as of January 31, 2012, by and among Debtor, Hantover, Inc., a Missouri corporation (“Hantover”), M8 Products, LLC, a Nevada limited liability company (“M8”), Sanwa Professional Cutlery, Inc., a Missouri corporation (“Sanwa”; and together with Debtor, Hantover and M8, collectively, “Borrowers” and each, a “Borrower”), and Secured Party, as heretofore amended and as further amended contemporaneously herewith pursuant to the Forbearance Agreement and Amendment to Loan Documents (as amended, as the same may be further amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the “Financing Agreement”).

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (collectively, the “Trademark Collateral”) comprises collectively: (a) all of Debtor’s right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, subject to the terms and conditions herein, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being, each, a “Trademark,” and collectively, the “Trademarks”); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all of the Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark registrations and service mark registrations and applications, including the licenses listed on Schedule I and the Trademark Licenses By Debtor (as defined in Section 4) (Debtor’s rights as licensor or licensee sometimes referred to in this Agreement collectively as “Trademark License Rights”); (g) together in each case with the goodwill of Debtor’s business connected with the use of, and symbolized by, any of the foregoing in this definition of Trademark Collateral; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing in this definition of Trademark Collateral. Notwithstanding anything to the contrary in this Agreement:

(i) nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any “intent-to-use” trademark applications filed by, or on behalf of, Debtor (“Intent to Use Applications”), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement; provided that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of a Intent to Use Application pursuant to 15 U.S.C. Section

1060(a) (or any successor provision), such Intent to Use Application shall be Trademark Collateral hereunder; and

(ii) the Trademark Collateral shall not include any license or any contractual agreement (each, an “Excluded Trademark Agreement”) entered into by Debtor (A) that prohibits or requires the consent of any Person other than Debtor and its Affiliates as a condition to the creation by Debtor of a Lien on any right, title or interest in such license or contractual agreement or (B) to the extent that any law applicable thereto prohibits the creation of a Lien thereon, but only, with respect to the prohibition in (A) and (B), to the extent such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective pursuant to Sections 9-405, 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) or any other applicable law or principles of equity (the “General Restriction Exclusions”); provided, that:

(1) immediately and automatically upon the ineffectiveness, inapplicability, lapse or termination of any such restriction described in clause (ii) above (each, a “Restriction” and collectively, the “Restrictions”), Trademark Collateral shall include, and Debtor shall be automatically deemed to have granted a security interest in and Lien on, all such assets, rights, property and interests, as the case may be, as if such provision had never been in effect;

(2) the Restrictions shall in no way limit, impair, or otherwise adversely affect, or be deemed, construed or interpreted to limit, impair or otherwise adversely affect, any of Secured Party’s continuing Liens upon any rights or interests of Debtor in or to: (x) monies due or to become due under or in connection with any Excluded Trademark Agreement or (y) any proceeds from the sale, license, lease, or other dispositions of any Excluded Trademark Agreement; and

(3) notwithstanding anything to the contrary herein, the Trademark Collateral shall, to the extent any Restrictions do not by their respective terms apply expressly thereto, include (x) all rights and interests incident or appurtenant to any Excluded Trademark Agreement, (y) any substitutions or replacements of any Excluded Trademark Agreement and (z) the right to receive all proceeds and products derived from or in connection with any Excluded Trademark Agreement.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Financing Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Code will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Code, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used in this Agreement, the “Uniform Commercial Code” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The “Code” means the Uniform Commercial Code, as adopted in the State of Missouri, as amended or superseded from time to time.

4. LICENSES: Except for non-exclusive licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a “Trademark License By Debtor”) included in the Trademark Collateral without the prior written consent of Secured Party (such consent not to be unreasonably withheld or delayed), and each such Trademark License By Debtor so granted shall be subject to the terms and conditions of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce Secured Party to continue to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents and warrants to Secured Party that the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Financing

Agreement is required to be, or is deemed to be, remade pursuant thereto, true in all material respects, except that in the case of a representation and warranty which is given as of specified earlier date or for a specified earlier period, such representation and warranty shall be true in all material respects as of such earlier date or for such earlier period:

(a) Except for the security interest hereby granted, granted by the Security Agreement (as defined below) or as may be set forth on Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner or licensee of each and every item of the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free from any Lien or license (other than Permitted Liens or any license expressly permitted by this Agreement); and Debtor has full right to grant the security interest hereby granted;

(b) As of the Effective Date, set forth on Schedule I is a complete and accurate list of all United States federally registered Trademarks and applications for Trademarks (or any registered Trademarks and applications for Trademarks registered in any other country or any political subdivision of that country) and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) Except as otherwise set forth on Schedule I, (i) each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each application for any Trademark is valid, registered or registrable and enforceable and (ii) there have been no prior uses of any item of the Trademark Collateral which would reasonably be expected to lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(d) As of the date of this Agreement, Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademark Collateral except as disclosed on Schedule I or except as expressly permitted under Section 4;

(e) Reasonable and proper statutory notice has been used in all respects in connection with the use of each registered trademark and service mark;

(f) Except as may be set forth on Schedule I, as of the date of this Agreement, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights, and no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights;

(g) Except for the filing of financing statements (or similar filings) and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection of or the exercise by Secured Party of its rights or remedies hereunder; and

(h) Except as set forth on Schedule I, there are no Restrictions which are not terminated or rendered unenforceable or otherwise deemed ineffective by the General Restriction Exclusions affecting Debtor or any of the Trademark Collateral as of the Effective Date.

6. DEBTOR'S RESPONSIBILITIES: Until the Termination of this Agreement in accordance with Section 9(i) of this Agreement:

(a) Debtor will furnish to Secured Party upon Secured Party's reasonable request a current list of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Secured Party may request, all in commercially reasonable detail, and execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall reasonably require for the purpose of confirming and perfecting Secured Party's security interest in and Lien on any or all of the Trademark Collateral;

(b) Should Debtor obtain an ownership interest in any Trademark License Rights or Trademarks and applications for Trademarks (or any registered Trademarks and applications for Trademarks registered in any other country or any political subdivision of that country), which is not now identified in Schedule I, (i) Debtor will give written notice to Secured Party within 10 Business Days after the date on which Debtor obtained any such Trademark License Rights or Trademarks and applications for Trademarks, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Excluded Trademark Agreements and Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Excluded Trademark Agreements and Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings or the foreign equivalents thereof. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any registration of or any item of Trademark Collateral or (ii) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless (A) Debtor has determined in its reasonable discretion that it is in Debtor's best interest to abandon such pending application, registration or Trademark, (B) no Event of Default has occurred and is continuing or would result from such abandonment, and (C) no material default would occur under, or with respect to, any of the Trademark License Rights as a result of, or in connection with, such abandonment;

(d) Debtor will notify Secured Party promptly in writing (i) of any information which Debtor has received or is otherwise known to Debtor, which would reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto; (ii) subject to Section 6(c)(ii) above, when any item of the Trademark Collateral may become abandoned or dedicated; (iii) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral; or (iv) that Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights, unless Debtor has determined in its reasonable discretion that it is in Debtor's best interest to abandon such item and no Event of Default has occurred and is continuing or would result from any such default;

(e) Debtor will promptly notify Secured Party if any of the Trademark Collateral is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly take such commercially reasonable actions under the circumstances to protect the Trademark Collateral, including to sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Financing Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I or any Permitted Liens otherwise expressly permitted by the Financing Agreement; or (iii) take any other action in connection with any of the items of Trademark Collateral that would reasonably be expected to materially impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Trademark in its business, except where the failure to do so would not reasonably be expected to materially impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark; and

(h) Debtor will pay all reasonable expenses, including reasonable Attorneys' Fees of Secured Party incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that such expenses and fees, in each instance, shall constitute part of the Obligations and be secured by the Trademark Collateral and all other Loan Collateral.

7. POWER OF ATTORNEY: Debtor hereby makes, constitutes, and appoints Secured Party (with full power of substitution) its true and lawful attorney in fact: (a) to execute and/or authenticate on Debtor's behalf, after Debtor's failure to so act after Secured Party's reasonable written request therefor, and/or file financing statements (or similar filings) reflecting Secured Party's security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise protect or maintain the security interest granted herein, (b) to record the security interest in any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable Governmental Authority), and (c) upon the occurrence and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the maintenance, protection, and collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral.

8. DEFAULT:

(a) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, at Secured Party's option and without further notice to Debtor, resort to the rights and remedies available at law, in equity and under this Agreement and the other Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental

Authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be reasonably designated by Secured Party; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses By Debtor or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale after Payment in Full of the Obligations, only when they are actually received by Secured Party. Any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Secured Party or its designee Debtor's customer lists and other records relating to such Trademark Collateral. Further, if an Event of Default occurs and is continuing, then Secured Party may, at Secured Party's option and without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, permitted assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Missouri (without regard to conflicts of law principles) except to the extent of the application of other laws of mandatory application.

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements (or similar filings) and amendments thereto that: (i) indicate the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement (or similar filing) or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements (or similar filings), continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or, upon the occurrence and during the continuance of an Event of Default, enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements, amendments and other modifications thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the "Collateral" as defined in the Security Agreement among Borrowers and Secured Party dated as of January 31, 2012, as amended by the Forbearance Agreement (as amended, as the same may be further amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the "Security Agreement") or Secured Party's rights or remedies respecting the "Collateral." Without limiting the generality of the foregoing, (a) this Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party, (b) all of the covenants, representations, warranties, terms and provisions of the Security Agreement are hereby incorporated into this Agreement and made applicable to all of the Trademark Collateral as if fully rewritten herein, and (c) the Trademark Collateral will be "Collateral" as defined in, and for all purposes of, the Security Agreement.

(g) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party's good faith judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(i) This Agreement will terminate ("Termination") upon the Payment in Full of the Obligations and the termination of the Financing Agreement. Upon such Termination, the Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of Secured Party, and Secured Party shall promptly execute and deliver to Debtor proper documentation acknowledging such release at the expense of and reasonably acceptable to Debtor, and shall duly assign and deliver to Debtor such of the Trademark Collateral as has been released and is in the possession of Secured Party, pursuant to one or more instruments of re-conveyance prepared by Secured Party, and shall deliver UCC termination statements with respect to its Liens on the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

DEBTOR:

ARY, INC.

By: Bernard G. Huff
Bernard G. Huff, President

SECURED PARTY:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

DEBTOR:

ARY, INC.

By: _____
Bernard G. Huff, President

SECURED PARTY:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: Andrew J. Stredde
Title: Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006671 FRAME: 0795

SCHEDULE I

TRADEMARKS AND LICENSES

U.S. Federally-Registered Trademarks

Mark	Serial Number	Filing Date	Registration Number	Registration Date
STINKBOSS	86146531	12/17/2013	4752718	06/09/2015
ARYVACMASTER	85745617	10/04/2012	4349614	06/11/2013
VACMASTER	85741139	09/28/2012	4346264	06/04/2013
VACMASTER	85545902	02/17/2012	4471438	01/21/2014
COMFORT GRIP	78978680	11/04/2005	3312697	10/16/2007
MAXX WEAR	78739261	10/24/2005	3173699	11/21/2006
ARY	78678948	07/26/2005	3120152	07/25/2006
TOTAL FRESHNESS SYSTEM	78945437	08/04/2006	3703670	10/27/2009
GAMEMASTER	78945425	08/04/2006	3600408	03/31/2009
COMFORT GRIP	78747186	11/04/2005	3823256	07/20/2010
VACMASTER	74199519	08/30/1991	1706276	08/11/1992

Common-law Trade Names and Trademarks

None.

Trademark Licenses

None.

Restrictions

None.