OP \$215.00 563546

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM571043

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INFAB, LLC		04/08/2020	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	CIBC Bank USA	
Street Address:	10 West Market Street, Suite 1820	
City:	Indianapolis	
State/Country:	INDIANA	
Postal Code:	46204	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5635462	SCATTER ARMOR
Registration Number:	5630284	SCATTER ARMOR
Registration Number:	5094100	SMART TRACK
Registration Number:	5000362	BI-LAYER
Registration Number:	4959721	BI-LAYER
Registration Number:	4955145	KIARMOR
Registration Number:	4845078	REVOLUTION
Registration Number:	3748361	INFAB

CORRESPONDENCE DATA

Fax Number:

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: 3172371029

Email: Abe.Shanehsaz@FaegreDrinker.com

Correspondent Name: Abe Jentry Shanehsaz

Address Line 1: 300 N. Meridian Street, Suite 2500
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	515254.2
NAME OF SUBMITTER:	Abe Jentry Shanehsaz

SIGNATURE:	/Abe J. Shanehsaz/		
DATE SIGNED:	04/08/2020		
Total Attachments: 5			
source=Trademark Security Agreement (CIBC_Infab)#page1.tif			
source=Trademark Security Agreement (CIBC_Infab)#page2.tif			
source=Trademark Security Agreement (CIBC_Infab)#page3.tif			
source=Trademark Security Agreement (CIBC_Infab)#page4.tif			
source=Trademark Security Agreement (CIBC_Infab)#page5.tif			

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of April 8, 2020, by INFAB, LLC, a Nevada limited liability company ("Grantor"), in favor of CIBC BANK USA ("Lender").

WITNESSETH:

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Trademark Collateral (as defined below);

WHEREAS, Grantor, the other Loan Parties party thereto, and Lender are parties to that certain Loan and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which, among other things, Lender has agreed to make certain loans and other financial accommodations to Grantor.

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement that, among other things, Grantor enter into this Agreement in order to confirm the grant of a security interest in the Trademark Collateral in favor of Lender to secure the Obligations as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations for the benefit of Lender, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u> All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Grantor hereby affirms the grant to Lender, pursuant to the terms of the Loan Agreement, of a continuing security interest in all of Grantor's rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all Trademarks owned by Grantor, including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any such Trademark.

US.126961855.01

Notwithstanding anything to the contrary in this Agreement, 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 application filed by, or on behalf of, Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Agreement; provided, however that upon the filing of "Statement of Use" with the United States Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Trademark Collateral. Grantor agrees to amend Schedule I to this Agreement to include all such trademarks or service marks that were subject to such Intent to Use Application within thirty (30) days of registration thereof.

3. <u>LOAN AGREEMENT</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement.

[Signature page follows]

2

IN WITNESS WHEREOF, G to be executed and delivered by its above.	rantor has caused this Trademark Security Agreement duly authorized officer as of the date first set forth
	INFAB, LLC
	By: John M. Carsello, President
ACCEPTED AND ACKNOWLEDGED BY:	
CIBC BANK USA	
By:	
Name:	***********
Title:	

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INFAB, LLC

By:

John M. Carsello, President

ACCEPTED AND ACKNOWLEDGED BY:

CIBC BANK USA

Josh Proctor, Managing Director

SCHEDULE I

to TRADEMARK SECURITY AGREEMENT

Mark	Serial No.	Filing Date	Registration No.	Registration Date
SCATTER ARMOR	87163558	September 7, 2016	5635462	December 25, 2018
	87163539	September 7, 2016	5630284	December 18, 2018
SCATTER ARMSR				
SMART TRACK	86858995	December 28, 2015	5094100	December 6, 2016
BI-LAYER	86744559	September 1, 2015	5000362	July 12, 2016
B BI-LAYER	86744553	September 1, 2015	4959721	May 17, 2016
KIARMOR	86729266	August 19, 2015	4955145	May 10, 2016
REVOLUTION	86571664	March 20, 2015	4845078	November 3, 2015
INFAB	77632444	December 12, 2008	3748361	February 16, 2010

4

US.126961855.01

RECORDED: 04/08/2020