

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MICROTECH KNIVES, INC.		02/28/2022	Corporation:
RECEIVING PARTY DATA			
Name:	AMERIS BANK		
Street Address:	3490 Piedmont Road NE		
Internal Address:	Suite 750		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 63			
Property Type	Number	Word Mark	
Serial Number:	75530852	MICROTECH	
Serial Number:	76418467	AMPHIBIAN	
Serial Number:	76615816	SCARAB	
Serial Number:	78863693	M	
Serial Number:	78833522	TROODON	
Serial Number:	78957303	ASSAILANT	
Serial Number:	78911238	ULTRATECH	
Serial Number:	76644596	ELEMENT	
Serial Number:	86703564	DOC	
Serial Number:	86745407	UTX-70	
Serial Number:	86744956	ARBITER	
Serial Number:	86832018	A. MARFIONE	
Serial Number:	86832195	CLOSER	
Serial Number:	86850680	INTERCEPTOR	
Serial Number:	86649074	BLOOD AND IRON	
Serial Number:	86831606	MARFIONE CUSTOM KNIVES	
Serial Number:	87158597	FALLOUT	
Serial Number:	87155250	ANTHONY L MARFIONE	

CH \$1590.00 75530852

Property Type	Number	Word Mark
Serial Number:	87090997	
Serial Number:	87198409	ANTHONY L MARFIONE
Serial Number:	87276522	ANAX
Serial Number:	87258368	A.D.O.
Serial Number:	87554978	CYPHER
Serial Number:	87469516	SPARTAN MEADOW VIPER
Serial Number:	87305238	MATRIX
Serial Number:	87256693	SOCOM ALPHA
Serial Number:	87275157	S M
Serial Number:	87612478	TACHYON
Serial Number:	87613493	HALO
Serial Number:	88076223	MICROTECH
Serial Number:	87919617	SOCOM ELITE
Serial Number:	87158641	SHELL SHOCK
Serial Number:	88156889	DIRAC
Serial Number:	88386136	CROSSHAIR
Serial Number:	88395454	CURRAHEE
Serial Number:	88423163	DIRAC DELTA
Serial Number:	88454466	SBD
Serial Number:	88587387	APOCALYPTIC
Serial Number:	88587420	HELLHOUND
Serial Number:	88549544	25 YEARS OF INNOVATION MICROTECH 2019
Serial Number:	88346539	WARCOM
Serial Number:	88594499	CT-D
Serial Number:	88577114	HARDEGE
Serial Number:	88581844	M
Serial Number:	88665426	L.U.D.T.
Serial Number:	88948124	MDI MICROTECH DEFENSE INDUSTRIES
Serial Number:	88676819	TAC-P
Serial Number:	88590650	UT-D
Serial Number:	88406493	COBRA
Serial Number:	88665460	UTX-85
Serial Number:	88901388	HERA
Serial Number:	90479695	MK2-FRAG
Serial Number:	90513535	KYROH
Serial Number:	90573309	LINEMAN
Serial Number:	90599347	FRAG OFF
Serial Number:	90776420	AXIOS

Property Type	Number	Word Mark
Serial Number:	90747173	APIS
Serial Number:	90776450	FUCK OFF
Serial Number:	90790193	AMF
Serial Number:	90828265	HS RESCUE
Serial Number:	97014733	R2K9
Serial Number:	97014753	MAKORA
Serial Number:	97102303	OUTBREAK

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: 8642821117

Email: BBaysinger@nexsenpruet.com

Correspondent Name: Bryan L. Baysinger

Address Line 1: 104 S. Main St.

Address Line 2: Suite 900

Address Line 4: Greenville, SOUTH CAROLINA 29601

ATTORNEY DOCKET NUMBER:	060149.00004
NAME OF SUBMITTER:	Bryan L. Baysinger
SIGNATURE:	/Bryan L. Baysinger/
DATE SIGNED:	03/01/2022

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of February 28, 2022, is made by and between **MICROTECH KNIVES, INC.**, a Pennsylvania corporation doing business as and also known as **Microtech Knives** (the "**Borrower**") in favor of **AMERIS BANK**, a Georgia state-chartered bank (the "**Lender**").

WHEREAS, the Borrower and MARFIONE HOLDINGS, LLC, a North Carolina limited liability company, MICROTECH KNIVES, INC., a Pennsylvania corporation, MICROTECH DEFENSE INDUSTRIES, INC., a North Carolina corporation, MICROTECH SMALL ARMS RESEARCH, INC., a Pennsylvania corporation and MARFIONE CUSTOM KNIVES, LLC, a Pennsylvania limited liability company (collectively, the "Co-Borrower") have entered into a Loan Agreement dated as of even date herewith (the "**Loan Agreement**"), with the Lender.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Borrower has executed and delivered to the Lender that certain Security Agreement dated of even date herewith, made by and between the Borrower and the Lender (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, 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. Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**"); and

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Borrower authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP 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 Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

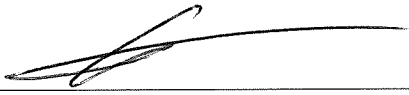
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. Subject to those special stipulations set forth on the attached Exhibit "A", this IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized to be effective as of the date first above written.

**MICROTECH KNIVES, INC., a
Pennsylvania corporation doing business as
and also known as Microtech Knives**

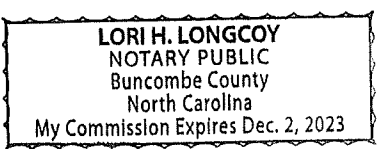
By: 
Name: Anthony Marfione
Title: President

Address for Notices:
321 Fanning Fields Road
Mills River, NC 28759

STATE OF NORTH CAROLINA
COUNTY OF Henderson

I Lori H. Longcoy, a Notary Public of the County and State aforesaid certify that ANTHONY MARFIONE personally and voluntarily came before me this day and acknowledged that he is PRESIDENT of **MICROTECH KNIVES, INC., a Pennsylvania corporation doing business as and also known as Microtech Knives**, and that he, as PRESIDENT being authorized to do so, executed the foregoing on behalf of **MICROTECH KNIVES, INC., a Pennsylvania corporation doing business as and also known as Microtech Knives**.

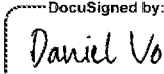
WITNESS, my hand and official stamp or seal, this the 25th day of February, 2022.



L. H. Longcoy
Notary Public for North Carolina
My Commission expires: Dec. 2, 2023

AGREED TO AND ACCEPTED:

**AMERIS BANK, a Georgia state-chartered
bank**

DocuSigned by:

By: _____
Name: Daniel Vo
Title: VP, GGL Closing Manager

Address for Notices:
3490 Piedmont Road NE, Suite 750,
Atlanta, GA 30305