

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734285

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XeteX, LLC		06/08/2022	Limited Liability Company: DELAWARE
AIRotor, LLC		06/08/2022	Limited Liability Company: DELAWARE
ITM4, LLC		06/08/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ENTERPRISE BANK & TRUST
Street Address:	12695 Metcalf Avenue
Internal Address:	Attn: Chris Conkright
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66213
Entity Type:	National Banking Association: KANSAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5272816	AVENTUS
Registration Number:	3365486	HEAT-X-CHANGER
Registration Number:	3377750	XETEX
Registration Number:	3384460	X XETEX
Registration Number:	3384459	AIROTOR
Registration Number:	3377749	AIROTOR

CORRESPONDENCE DATA

Fax Number: 3142592020

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: 314-259-2000

Email: susan.murphy@bcplaw.com

Correspondent Name: Bryan Cave Leighton Paisner LLP

Address Line 1: 211 North Broadway, Suite 3600

Address Line 4: St Louis, MISSOURI 63102

TRADEMARK

REEL: 007750 FRAME: 0100

ATTORNEY DOCKET NUMBER:	1014489.103
NAME OF SUBMITTER:	Jay Wheeler
SIGNATURE:	/Jay Wheeler/
DATE SIGNED:	06/13/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of June 8, 2022, is made by XeteX, LLC, a Delaware limited liability company (“**XeteX**”) and AIRotor, LLC, a Delaware limited liability company (“**AIRotor**”, and together with XeteX, “**Grantor**”), and Enterprise Bank & Trust, a Missouri chartered trust company (the “**Secured Party**”).

XeteX, AIRotor and ITM4, LLC, a Delaware limited liability company (collectively, the “**Borrower**”) and Secured Party have entered into a Loan Agreement dated as of the date hereof (the “**Loan Agreement**”).

As a condition precedent to the making of loans by Secured Party under the Loan Agreement, Grantor has executed and delivered to Secured Party that certain Security Agreement dated as of the date hereof (the “**Security Agreement**”).

Under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of 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 of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

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

(c) 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

(d) 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, 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.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

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 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 Trademark 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 Trademark 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 Trademark Security Agreement.

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

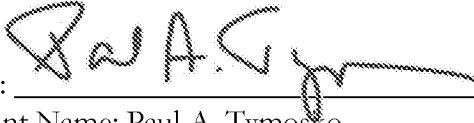
6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Missouri.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

ENTERPRISE BANK & TRUST

By: 
Print Name: Paul A. Tymosko
Title: Senior Vice President

GRANTOR

XETEX, LLC,
a Delaware limited liability company

By: _____
Print Name: William L. Grindell
Title: President

AIROTOR, LLC,
a Delaware limited liability company

By: _____
Print Name: William L. Grindell
Title: President

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

ENTERPRISE BANK & TRUST

By: _____

Print Name: Paul A. Tymosko

Title: Senior Vice President

GRANTOR

XETEX, LLC,

a Delaware limited liability company


By:  _____

Print Name: William L. Grindell

Title: President

AIROTOR, LLC,

a Delaware limited liability company




By:  _____

Print Name: William L. Grindell

Title: President

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Grantor	Trademark	Registration Number	Renewal Date
XeteX, LLC	AVENTUS	5,272,816	August 22, 2027
XeteX, LLC	Heat-  -Changer	3,365,486	January 8, 2028
XeteX, LLC	XETEX	3,377,750	February 5, 2028
XeteX, LLC	 XeteX	3,384,460	February 19, 2028
AIRotor, LLC	 AIRotor	3,384,459	February 19, 2028
AIRotor, LLC	AIROTOR	3,377,749	February 5, 2028