

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wipaire, Inc.		08/31/2022	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	11100 Wayzata Boulevard, 8th Floor		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55305		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97248896	FIRE BOSS AERIAL FIREFIGHTING SOLUTION	
Registration Number:	3706225	FIRE BOSS	
Registration Number:	6262339	FREEDOM TO EXPLORE	
Registration Number:	6125222	WIPLINE FLOATS	
Registration Number:	6080888	BOSS 182	
Registration Number:	6059512	SEAPLANE LIFE	
Registration Number:	3854236	WIPLINE	
Registration Number:	3857313	WIPAIRE	
CORRESPONDENCE DATA			
Fax Number:	6126046800		
<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:	612.604.6394		
Email:	mmiller@winthrop.com		
Correspondent Name:	Megan M. Miller		
Address Line 1:	225 South 6th Street, Suite 3500		
Address Line 2:	Winthrop & Weinstine, P.A.		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	10550.75		
NAME OF SUBMITTER:	Megan M. Miller		

OP \$215.00 97248896

SIGNATURE:	/Megan M. Miller/
DATE SIGNED:	10/19/2022
Total Attachments: 15 source=Executed Patent_and_Trademark_Security_Agreement 20220831#page1.tif source=Executed Patent_and_Trademark_Security_Agreement 20220831#page2.tif source=Executed Patent_and_Trademark_Security_Agreement 20220831#page3.tif source=Executed Patent_and_Trademark_Security_Agreement 20220831#page4.tif source=Executed Patent_and_Trademark_Security_Agreement 20220831#page5.tif source=Executed Patent_and_Trademark_Security_Agreement 20220831#page6.tif source=Executed Patent_and_Trademark_Security_Agreement 20220831#page7.tif source=Executed Patent_and_Trademark_Security_Agreement 20220831#page8.tif source=Executed Patent_and_Trademark_Security_Agreement 20220831#page9.tif source=Executed Patent_and_Trademark_Security_Agreement 20220831#page10.tif source=Executed Patent_and_Trademark_Security_Agreement 20220831#page11.tif source=Executed Patent_and_Trademark_Security_Agreement 20220831#page12.tif source=Executed Patent_and_Trademark_Security_Agreement 20220831#page13.tif source=Executed Patent_and_Trademark_Security_Agreement 20220831#page14.tif source=Executed Patent_and_Trademark_Security_Agreement 20220831#page15.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of August 31st, 2022, is made by and between WIPAIRE, INC., a Minnesota corporation (“Debtor”), and THE HUNTINGTON NATIONAL BANK, a national banking association (“Secured Party”), each having a business location at the address set forth below next to its signature.

Recitals

Debtor and Secured Party are parties to a Credit Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the “Credit Agreement”) setting forth the terms on which Secured Party may now or hereafter extend credit to or for the account of Debtor.

As a condition to extending credit to or for the account of Debtor, Secured Party has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Patents” means all of Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A attached hereto and any divisions, continuations, continuations in part, reissues or corresponding foreign patents and patent applications.

“Security Interest” has the meaning given in Section 2 hereof.

“Trademarks” means all of Debtor’s right, title and interest in and to: (i) Trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B attached hereto and any divisions or renewals thereof or corresponding foreign trademark registrations and applications.

2. Security Interest. Debtor hereby irrevocably pledges and assigns to, and grants Secured Party a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark

registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted by applicable law.

3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:

- (a) Existence; Authority. Debtor is a corporation organized, validly existing and in good standing under the laws of its state of organization. The Debtor has full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by Debtor has been duly authorized by all necessary action of the Debtor's equity holders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its organizational documents or any agreement presently binding on it. This Agreement has been duly executed and delivered by Debtor and constitutes Debtor's lawful, binding and legally enforceable obligation. The correct legal name of the Debtor is as set forth at the beginning of this Agreement. Except for any financing statement required to be filed under the applicable Uniform Commercial Code (the "UCC") and any filing or recording of this Agreement in the U.S. Patent and Trademark Office, the authorization, execution, delivery and performance of this Agreement does not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.
- (b) Patents. Exhibit A attached hereto accurately lists all Patents owned or controlled by Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Debtor shall within 60 days provide written notice to Secured Party with a replacement Exhibit A, which upon acceptance by Secured Party shall become part of this Agreement.
- (c) Trademarks. Exhibit B attached hereto accurately lists all Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Debtor's or any Affiliate's business(es). If after the date hereof, Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall promptly

provide written notice to Secured Party with a replacement Exhibit B, which upon acceptance by Secured Party shall become part of this Agreement.

- (d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify Secured Party of such item(s) and cause such Affiliate to execute and deliver to Secured Party a patent and trademark security agreement substantially in the form of this Agreement.
- (e) Title. Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances, except Permitted Liens.
- (f) No Sale. Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Secured Party's prior written consent.
- (g) Defense. Debtor will at its own expense and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.
- (h) Maintenance. Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least 30 days, to allow Secured Party to timely pay any such maintenance fees or annuity or take such other action which may become due on any Patents or Trademarks, or to file any affidavit or renewal or take such other action with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, to file such affidavit or renewal, or take such other action, should such be necessary or desirable.

- (i) Secured Party's Right to Take Action. If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Secured Party gives Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Debtor notifies Secured Party that it intends to abandon a Patent or Trademark, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.
- (j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Secured Party at the Default Rate.
- (k) Power of Attorney. If an Event of Default has occurred and is continuing, to facilitate Secured Party's taking action under subsection (i) and exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same

manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Secured Party may, at its option, take any or all of the following actions:

- (a) Secured Party may exercise any or all remedies available under the Credit Agreement.
- (b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.
- (c) Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the

internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

10550.75
24565382v2

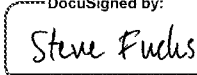
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

COPY VIEW

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

Wipaire, Inc.
1700 Henry Avenue
South St. Paul, Minnesota, 55075

WIPAIRE, INC., a Minnesota corporation

By: DocuSigned by:

98CAC60DBE29480...
Steve Fuchs
Its Vice President of Business Services

COPY VIEW

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

The Huntington National Bank
11100 Wayzata Boulevard, 8th Floor
Minnetonka, Minnesota 55305
Attention: Ryan Sola
Email: ryan.sola@huntington.com

THE HUNTINGTON NATIONAL BANK,
a national banking association

DocuSigned by:
By: Ryan Sola
Ryan Sola
Its Vice President

COPY VIEW

EXHIBIT A
UNITED STATES ISSUED PATENTS

Country	Filing Date	Patent No.	Issue Date	Priority No.	Status	Title	Inventor(s)	Applicant
CA	05/28/2018	181628	06/03/2019	US 29/628,082	Registered	AIRCRAFT	Robert D. Wiplinger	Wipaire Inc
AU	05/28/2018	201813176	06/26/2018	US 29/628,082	Registered	AIRCRAFT	Robert D. Wiplinger	Wipaire Inc
US	11/30/2018	11208210	12/28/2021	US 62/593,358	Issued	FLOAT PLANE TECHNOLOGY	Robert D. Wiplinger	Wipaire Inc


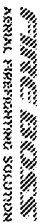
UNITED STATES PATENT APPLICATIONS

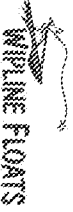
Country	App No.	Filing Date	Priority No.	Status	Title	Inventor(s)	Applicant
US	17/729,136	04/26/2022	US 16/205,856 US 62/493,358	Pending	FLOAT PLANE TECHNOLOGY	Robert D. Wiplinger	Wipaire, Inc.

EXHIBIT B
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

U.S. Federal Trademark Filings

Country	Mark	App No.	Filing Date	Reg. No.	Reg. Date	Class & ID	Status	Applicant
US	FIRE BOSS AERIAL FIREFIGHTING SOLUTION + Design 	97/248,896	2/1/2022			12: Aircraft, aircraft floats and accessories	Pending	Wipaire, Inc.
US								
US	FIRE BOSS	77/460,434	4/29/2008	3706225	11/3/2009	12: Aircrafts	Registered	Wipaire, Inc.
CA	FIRE BOSS	1166296	1/29/2003	TMA615960	7/28/2004	12: Aircraft floats	Registered	Wipaire, Inc.
US	FREEDOM TO EXPLORE	88/117,938	9/14/2018	6262339	2/2/2021	12: Aircraft and aviation parts and accessories, namely, floats, skis, float and ski mounts, float and ski mounting	Registered	Wipaire, Inc.

Country	Mark	App No.	Filing Date	Reg. No.	Reg. Date	Class & ID	Status	Applicant
US	WIPLINE FLOATS + Design 	88/122,030	9/18/2018	6125222	8/16/2020	hardware 35: Retail store services and online retail store services featuring aircraft and aviation parts and accessories	Registered	Wipaire, Inc.
US	BOSS 182	88/122,096	9/18/2018	6080888	6/16/2020	12: Aircraft and aviation parts and accessories, namely, engines, engine conversion kits and accessories consisting of propellers, engine monitors, mounts, governors, alternators,	Registered	Wipaire, Inc.

Country	Mark	App No.	Filing Date	Reg. No.	Reg. Date	Class & ID	Status	Applicant
US	SEAPLANE LIFE	88/117,949	9/14/2018	6059512	05/19/202	12: Aircraft and aviation parts and accessories namely, floats, skis, engines, engine conversion kits, propellers, engine monitor, mounts, governors, alternators, exhausts, manifolds, hoses, gauges, cables, electronic hardware, mounting hardware 35: Retail store services and online retail store services featuring aircraft and aviation	Registered	Wipaire, Inc.

Country	Mark	App No.	Filing Date	Reg. No.	Reg. Date	Class & ID	Status	Applicant
US	WIPLINE	77/460,428	4/29/2008	3854236	9/28/2010	12: Aircraft accessories, namely, aircraft floats for attachment to aircraft to allow for takeoffs and landings on water	Registered	Wipaire, Inc.
CA	WIPLINE	1166295	1/29/2003	TMA615961	7/28/2004	12: Aircraft skis; aircraft floats	Registered	Wipaire, Inc.
US	WIPALIRE	77/460,418	4/29/2008	3857313	10/5/2010	12: Aircraft and aviation parts, namely, wing extensions for aerodynamic wings, aircraft floats for attachment to aircraft to allow for takeoffs and landings on water, aircraft	Registered	Wipaire, Inc.

Country	Mark	App No.	Filing Date	Reg. No.	Reg. Date	Class & ID	Status	Applicant
CA	WIPPAIRE	1816138	12/28/2016	TMA1012932	1/14/2019	1. Aircraft and aviation parts, namely, wing extensions for aerodynamic wings, aircraft floats for attachment to aircraft to allow for takeoffs and landings on water, aircraft skis for attachment to aircraft to allow for takeoffs and landings on snow-covered surfaces, aircraft	Registered	Wipaire, Inc.

Country	Mark	App No.	Filing Date	Reg. No.	Reg. Date	Class & ID	Status	Applicant
						passenger seats, cargo storage bins especially adapted to fit in aircraft		

COPY VIEW

TRADEMARK

REEL: 007882 FRAME: 0878

RECORDED: 10/19/2022