

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPACT ELECTRONIC SOLUTIONS, INC.		05/25/2023	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	MANUFACTURERS AND TRADERS TRUST COMPANY		
Street Address:	One M&T Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97294653	IMPACT ES	
Serial Number:	97294646	IMPACT ES	
CORRESPONDENCE DATA			
Fax Number:	2028428465		
<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:	202-842-8800		
Email:	dctrademarks@faegredrinker.com		
Correspondent Name:	Kelly M. Young		
Address Line 1:	Faegre Drinker Biddle & Reath LLP		
Address Line 2:	1500 K Street NW, Suite 1100		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	042858.000034		
NAME OF SUBMITTER:	Jeremy T. Bui		
SIGNATURE:	/jeremy t bui/		
DATE SIGNED:	06/06/2023		
Total Attachments: 5			
source=M&T_Impact - Trademark Security Agreement (Executed)#page1.tif			
source=M&T_Impact - Trademark Security Agreement (Executed)#page2.tif			

OP \$65.00 97294653

source=M&T_Impact - Trademark Security Agreement (Executed)#page3.tif
source=M&T_Impact - Trademark Security Agreement (Executed)#page4.tif
source=M&T_Impact - Trademark Security Agreement (Executed)#page5.tif

SHORT FORM
TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the “Trademark Security Agreement”) dated May 25, 2023, is made by IMPACT ELECTRONIC SOLUTIONS, INC. (previously incorrectly spelled as IMPACT ELECTRONICS SOLUTIONS, INC. in the United States Patent and Trademark Office records), an Oregon corporation with an office at 5285 Meadows Road, Suite 161, Lake Oswego, Oregon 97035 (the “Grantor”), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation with its banking offices at One M&T Plaza, Buffalo, New York 14203 Attention: Office of General Counsel (the “Secured Party”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the General Security Agreement referred to below.

WHEREAS, the Grantor, the Secured Party and the other parties thereto executed that certain General Security Agreement dated, as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “General Security Agreement”) pursuant to which the Grantor agreed to grant and granted to the Secured Party a security interest in and to certain of its assets to secure the Obligations owing to the Secured Party, including the Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor’s right, title and interest in and to the following (collectively, the “Collateral”):

(a) the trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A, attached hereto and made a part hereof, the ultimate registrations therefor, and the trade name and common law rights thereto, together with the goodwill of the business symbolized thereby, including that portion of the business to which the trademarks pertain;

(b) all rights of any kind whatsoever of the 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 accruing 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.

SECTION 2. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and both of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the General Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the General Security Agreement, the terms of the General Security Agreement shall govern.

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

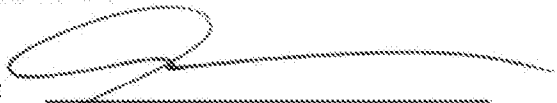
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the United States, including federal trademark law and the laws of the State of New York applicable to contracts made and entered into therein without regard for any conflict of laws or choice of law principles.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the General Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

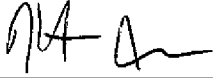
[Signature Pages Follow]

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

IMPACT ELECTRONIC SOLUTIONS, INC.,
as the Grantor


By: 
Name: David Matheny
Title: President

MANUFACTURERS AND TRADERS TRUST
COMPANY,
as the Secured Party

By: 
Name: Kent Ikeda
Title: Senior Vice President

SCHEDULE A

United States Trademark Applications

Applicant/ Debtor	Trademark	Serial No. Application Date
Impact Electronic Solutions, Inc. (previously incorrectly spelled in the United States Patent and Trademark Office records as Impact Electronics Solutions, Inc.)	IMPACT ES (Stylized) 	97/294653 March 3, 2022
Impact Electronic Solutions, Inc. (previously incorrectly spelled in the United States Patent and Trademark Office records as Impact Electronics Solutions, Inc.)	IMPACT ES	97/294646 March 3, 2022