

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308677

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bainbridge International, Inc		06/19/2014	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Massachusetts Capital Resource Company		
Street Address:	420 Boylston Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED PARTNERSHIP: MASSACHUSETTS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4436094	AIRX	
Registration Number:	4436542	OCEAN	
Registration Number:	1786803	BAINBRIDGE	
Registration Number:	1956888	COVER GUARD	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Brian Wagner		
Address Line 1:	4400 Easton Commons Way Suite 125		
Address Line 2:	CT LIEN SOLUTIONS		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Brian Wagner		
SIGNATURE:	/Marina Kelly Thomson Reuters/		
DATE SIGNED:	06/25/2014		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 19, 2014, (the "Agreement") between MASSACHUSETTS CAPITAL RESOURCE COMPANY ("Lender") and BAINBRIDGE INTERNATIONAL, INC., a Connecticut corporation ("Grantor"), is made with reference to the Note and Warrant Purchase Agreement, dated as of June 19, 2014 (as amended from time to time, the "Financing Agreement"). Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers

or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BAINBRIDGE INTERNATIONAL, INC.

By: 

Name: Michael C. Cuscia, Jr.
Title: President

Address for Notices:

Attn: Michael C. Cuscia, Jr.
255 Revere Street
Canton, MA 02021
Tel: (781) 821-2600
Fax: (781) 821-2609

LENDER:

MASSACHUSETTS CAPITAL RESOURCE
COMPANY

By: _____

Name: Daniel P. Corcoran, Jr.
Title: Senior Vice President

Address for Notices:

Attn: Daniel P. Corcoran, Jr.
420 Boylston Street
Boston, MA 02116
Tel: (617) 536-3900
Fax: (617) 536-7930

Exhibit B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
AIRX		4,436,094		11/19/2013
Ocean		4,436,542		11/19/2013
Bainbridge		1,786,803		4/25/2013
CoverGuard		1,956,888		2/13/1996

