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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:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Brian Wagner

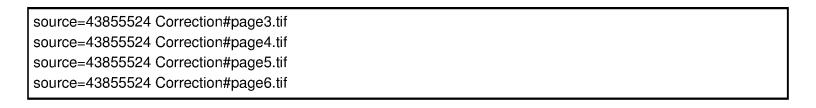
Address Line 1: 4400 Easton Commons Way Suite 125

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.

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 A

COPYRIGHTS

Please Check if No Copyrights Exist

Type of Work:	<u>Title:</u>	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:
				-
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Exhibit B

TRADEMARKS

Please Check if No Trademarks Exist

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

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	Patent Number:	Application Serial Number:	Issued or Published?	Issue Date:
		,		

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