

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314897

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Line-X LLC		08/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as U.S. Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1861562	LINE-X	
Registration Number:	2461464	LINE-X	
Registration Number:	2463701	LINE X	
Registration Number:	3530500	LINE-X	
Registration Number:	3764253	LINE-X	
Registration Number:	3174050	PAXCON	
Registration Number:	3083378	PAXCON	
Registration Number:	4026850	ASPART-X	
Registration Number:	4471094	BLOC & BLU	
Registration Number:	3186566	LINE-X SPRAY ON TRUCK BEDLINERS	
Registration Number:	3666008	LINE-X XTRA	
Registration Number:	3666009	LINE-X XTRA	
Registration Number:	3095472	LINE-XXTRA	
Registration Number:	3170032	LINE-XXTRA	
Registration Number:	3660180	WORK. PLAY. PROTECT.	
Serial Number:	85734262	BODY ARMOUR	
Serial Number:	86101636	COMMANDER SERIES	
Serial Number:	85534629	HOMELINER	
Serial Number:	86189725	LINE-X MAX	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	86326342	LINE-X ULTRA
Serial Number:	85960714	TRUCK GEAR BY LINE-X
Serial Number:	85960708	TRUCK GEAR BY LINE-X

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00705
NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	08/22/2014

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2014, is made by **LINE-X LLC**, a Delaware limited liability company ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "U.S. Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 21, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IXS Holdings, Inc., a Delaware corporation ("Holdings"), Innovative XCessories & Services LLC, a Delaware limited liability company (the "U.S. Borrower"), Ground Effects Ltd., Line-X Canada Ltd. (together, the "Canadian Borrowers"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto, GE Capital, as U.S. Agent for the U.S. Lenders and the U.S. L/C Issuers, and GE Canada Finance Holding Company, as Canadian Agent for the Canadian Lenders and the Canadian L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor that is a U.S. Credit Party has agreed, pursuant to that certain Guaranty and Security Agreement dated as of August 21, 2014 in favor of the U.S. Agent and Canadian Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the U.S. Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the U.S. Borrower thereunder, Grantor hereby agrees with the U.S. Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the U.S. Agent for the benefit of the Secured Parties, and grants to the U.S. Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks (other than Excluded Property), including, without limitation, the U.S. Trademarks referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities (as defined in the Credit Agreement) at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the U.S. Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the U.S. Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between this agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

LINE-X LLC,
a Delaware limited liability company, as a Grantor

By: 
Name: James T. Garner
Title: Chief Financial Officer

Trademark Security Agreement in favor of U.S. Agent

TRADEMARK
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Schedule 1

U.S. Trademarks

Trademark	Country	App. No. and App. Date	Registration No. and Reg. Date	Status
LINE-X	Australia	Ser. No. 853470 10/13/2000 Ser. No. 934140 11/14/2002	Reg. No. 853470 10/13/2000 Reg. No. 934140 11/14/2002	Registered.
TRUCK GEAR BY LINE-X	Australia	WIPO App. No. A0043191 (based on U.S. App. No. 85960708)	--	Pending.
PAXCON	Australia	Reference Number A001193	--	Pending
LINE-X	Brazil	Ser. No. 820647705 3/31/1998	Reg. No. 820647705 06/27/2000	Registered.
LINE-X	Canada	Ser. No. 0890456 9/16/1998	Reg. No. TMA545613 5/25/2001	Registered.
ASPART-X	Canada	Ser. No. 1574855 4/25/2012	--	Pending.
LINE-X	Chile	Ser. No. 890549 1/5/2010	Reg. No. 907245 1/7/2011	Registered.
LINE-X	China	Ser. No. 3323868 9/28/2002 Ser. No. 3323867 9/28/2002 Ser. No. 3323870 9/28/2002 Ser. No. 3323869 9/28/2002	Reg. No. 3323868 5/28/2004 Reg. No. 3323867 8/21/2004 Reg. No. 3323870 5/28/2004 Reg. No. 3323869 8/21/2004	Registered.
LINE-X	Colombia	Ser. No. 08-083675 8/12/2008 Ser. No. 08-083677 8/12/2008	Reg. No. 373745 (Class 2) 2/25/2009 Reg No. 373746 (Class 40) 2/25/2009	Registered.
PAXCON	Colombia	Ser. No. 08-083678 8/12/2008 Ser. No. 08-083680 8/12/2008	Reg. No. 373747 2/25/2009 Reg. No. 373748 2/25/2009	Registered.
LINE-X	Egypt	--	Reg. No. 141263 12/16/2008	Registered.
LINE-X	European Community	Ser. No. 007018757 6/26/2008	Reg. No. 007018757 10/9/2009	Registered.
PAXCON	European Community	Ser. No. 4564753 7/20/2005	Reg. No. 4564753 7/17/2007	Registered.

Trademark Security Agreement in favor of U.S. Agent

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Trademark	Country	App. No. and App. Date	Registration No. and Reg. Date	Status
PRISM	European Community	Ser. No. 007233802 9/15/2008	Reg. No. 007233802 6/24/2009	Registered.
PRISM (logo)	European Community	Ser. No. 007233893 9/16/2008	Reg. No. 007233893 6/9/2009	Registered.
AQUA-URETHANE EXTREME	European Community	Ser. No. 008959363 3/17/2010	Reg. No. 008959363 8/18/2010	Registered.
LINE-X	Hong Kong	--	Reg. No. 2001B07650 6/23/2001	Registered.
LINE-X	Israel	Ser. No. 211605 5/18/2008 Ser. No. 211606 5/18/2008	Reg. No. 211605 4/13/2010 Reg. No. 211606 4/13/2010	Registered.
PAXCON	Israel	Ser. No. 210390 4/6/2008 Ser. No. 210391 4/6/2008	Reg. No. 210390 11/8/2009 Reg. No. 210391 11/8/2009	Registered
LINE-X	Lebanon	Ser. No. 1249 2/19/2009	Reg. No. 120984 3/3/2009	Registered.
PAXCON	Lebanon		Reg. No. 1209813 2/27/2009	Registered
LINE-X	Japan	US Ser. No. 77434674 3/28/2008	International Reg. No 0982372 8/22/2008 (Protection granted 2/7/2013)	Registered.
PAXCON	Japan	Ser. No. 0962300 8/22/2008	International Reg. No 0962300 4/1/2008 (Protection Granted 12/21/2011)	Registered
LINE-X	Korea	US Ser. No. 77434674 3/28/2008	International Reg. No 0982372 8/22/2008 (Protection granted 11/19/2009)	Registered.
PAXCON	Korea	Ser. No. 0962300 8/22/2008	International Reg. No 0962300 4/1/2008 (Protection Granted 08/14/09)	Registered
LINE-X	Malaysia	Ser. No. 2000-15096 10/25/2000 Ser. No. 2000-15097 10/25/2000	Reg. No. 2000-15096 10/25/2003 Reg. No. 2000-15097 09/24/2003	Registered.
LINE-X	Mexico	Ser. No. 867893 7/12/2007 Ser. No. 867892 7/12/2007	Reg. No. 1182006 9/30/2010 Reg. No. 1021497 1/28/2008	Registered.

Trademark	Country	App. No. and App. Date	Registration No. and Reg. Date	Status
LINE-X	New Zealand	Ser. No. 625169 10/16/2000	Reg. No. 625169 4/19/2001	Registered.
		Ser. No. 627695 11/23/2000	Reg. No. 627695 (logo) 5/24/2001	
		Ser. No. 668495 11/15/2002	Reg. No. 668495 7/7/2003	
LINE-X	Panamá	Ser. No. 170995-01 5/9/2008	Reg. No. 170995-01 5/9/2008	Registered.
		Ser. No. 173683-01 8/8/2008	Reg. No. 173683-01 8/8/2008	
LINE-X	Russia	US Ser. No. 77434674 3/28/2008	International Reg. No. 0982372 8/22/2008 (Protection granted 2/4/2010)	Registered.
PAXCON	Russia	Ser. No. 0962300 8/22/2008	International Reg. No 0962300 4/1/2008 (Protection Granted as of 2/22/2010)	Registered
LINE-X	Saudi Arabia	Ser. No. 642/6 11/30/2000	Reg. No. 642/6 11/30/2000	Registered.
PAXCON	Saudi Arabia	Ser. No. 140509 3/1/2009	Reg. No. 1274/3 8/21/2011	Registered.
LINE-X	Taiwan	Ser. No. 091043264 10/15/2002	Reg. No. 01055244 9/1/2003	Registered.
LINE-X	Thailand	Ser. No. 725759 3/27/2009	Reg. No. TM335590 3/27/2009 (certificate issued 6/13/2011)	Registered.
PAXCON	Thailand	Ser. No. 725761 3/27/2009	Reg. No. TM321964 3/27/2009	Registered.
		Ser. No. 725762 3/27/2009	Reg. No. SM48104 3/27/2009	
LINE-X	Turkey	Ser. No. 2005/28843 7/12/2005	Reg. No. 2005/28843 6/28/2006	Registered.
LINE-X	UAE	Ser. No. 127108 3/18/2009	Reg. No. 154317 3/18/2009	Registered.
PAXCON	UAE	Ser. No. 127109 3/18/2009	Reg. No. 154318 3/18/2009	Registered.
LINE-X	Ukraine	Subsequent designation 10/17/2013	International Reg. No 0982372 8/22/2008	Pending

Trademark	Country	App. No. and App. Date	Registration No. and Reg. Date	Status
LINE-X	U.S.	Ser. No. 74429718 8/30/1993	Reg. No. 1861562 11/8/1994	Registered.
		Ser. No. 76016164 4/4/2000	Reg. No. 2461464 6/19/2001	
		Ser. No. 76016165 4/4/2000	Reg. No. 2463701 6/26/2001	
		Ser. No. 77434674 3/28/2008	Reg. No. 3530500 11/11/2008	
		Ser. No. 77513553 7/2/2008	Reg. No. 3764253 3/23/2010	
PAXCON	U.S.	Ser. No. 78787163 1/8/2006	Reg. No. 3174050 11/21/2006	Registered.
		Ser. No. 78154194 8/14/2002	Reg. No. 3083378 4/18/2006	
ASPART-X	U.S.	Ser. No. 85035820 5/11/2010	Reg. No. 4026850 9/13/2011	Registered.
BLOC & BLU	U.S.	Ser. No. 77922864 1/28/2010	Reg. No. 4471094 1/21/2014	Registered.
LINE-X SPRAY ON TRUCK BEDLINERS	U.S.	Ser. No. 78787167 1/8/2006	Reg. No. 3186566 1/4/2013	Registered.
LINE-X XTRA	U.S.	Ser. No. 77577100 9/23/2008	Reg. No. 3666008 8/11/2009	Registered.
LINE-X XTRA (logo)	U.S.	Ser. No. 77577122 9/23/2008	Reg. No. 3666009 8/11/2009	Registered.
LINE-XXTRA	U.S.	Ser. No. 78641374 6/1/2005	Reg. No. 3095472 5/23/2006	Registered.
LINE-XXTRA	U.S.	Ser. No. 78641444 6/1/2005	Reg. No. 3170032 11/7/2006	Registered.
WORK. PLAY. PROTECT.	U.S.	Ser. No. 77522031 6/14/2008	Reg. No. 3660180 7/28/2009	Registered.
BODY ARMOUR	U.S.	Ser. No. 85734262 9/20/2012	--	Pending.
COMMANDER SERIES	U.S.	Ser. No. 86101636 10/25/2013	--	Pending.
HOMELINER	U.S.	Ser. No. 85534629 2/6/2012	--	Pending.
LINE-X MAX	U.S.	Ser. No. 86189725 2/10/2014	--	Pending.

Trademark	Country	App. No. and App. Date	Registration No. and Reg. Date	Status
LINE-X ULTRA	U.S.	Ser. No. 86326342 7/1/2014	--	Pending.
TRUCK GEAR BY LINE-X	U.S.	Ser. No. 85960714 6/14/2013	--	Pending.
TRUCK GEAR BY LINE-X	U.S.	Ser. No. 85960708 6/14/2013	--	Pending.

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