

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peregrine Capital Management, LLC		08/31/2016	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1400		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	bank and trust company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2851220	PEREGRINE	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	612-492-7000		
Email:	ip@fredlaw.com		
Correspondent Name:	Patricia A. Larson, Senior Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Patricia A. Larson		
SIGNATURE:	/s/Patricia A. Larson		
DATE SIGNED:	08/31/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 31, 2016, is made by **PEREGRINE CAPITAL MANAGEMENT, LLC**, a Minnesota limited liability company (the “Grantor”) in favor of **THE PRIVATEBANK AND TRUST COMPANY**, with an address at 50 South Sixth Street, Suite 1400, Minneapolis, Minnesota 55402 (the “Secured Party”).

WHEREAS, the Grantor and Peregrine Capital Management Holdings, LLC, a Minnesota limited liability company, have entered into a Loan and Security Agreement with the Secured Party dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the “Loan and Security Agreement”); and

WHEREAS, under the terms of the Loan and Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Trademark Collateral”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(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 occurring 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.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Secured Party.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan and Security Agreement, which is hereby incorporated by reference. The provisions of the Loan and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Loan and Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (eg, "pdf") format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

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

(Remainder of page intentionally blank; signature page follows)

**PEREGRINE CAPITAL MANAGEMENT,
LLC**, a Minnesota limited liability company

By 

Name: David S. Lunt

Title: Chief Financial Officer and Chief
Operating Officer

Address for Notices:

800 LaSalle Avenue, Suite 1850

Minneapolis, Minnesota 55402

Attention: David S. Lunt

Agreed to and accepted:

THE PRIVATEBANK AND TRUST COMPANY

By _____

Its: Managing Director

(Signature Page to Trademark Security Agreement)

**TRADEMARK
REEL: 005870 FRAME: 0872**


PEREGRINE CAPITAL MANAGEMENT,
LLC, a Minnesota limited liability company

By _____
Name: David S. Lunt
Title: Chief Financial Officer and Chief
Operating Officer

Address for Notices:
800 LaSalle Avenue, Suite 1850
Minneapolis, Minnesota 55402
Attention: David S. Lunt

Agreed to and accepted:

THE PRIVATEBANK AND TRUST COMPANY

By  _____
Its: Managing Director

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 005870 FRAME: 0873

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application No.	Filing Date	Registration No.	Registration Date
PEREGRINE (Design)	76/181,464	12/15/2000	2,851,220	06/08/2004