

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIRLANCO, INC.		11/14/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	595 Bay Street		
Internal Address:	CPS-5th Floor West		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5235658	AIRLANCO	
CORRESPONDENCE DATA			
Fax Number:	4168657380		
<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:	416-865-7697		
Email:	jkkim@torys.com		
Correspondent Name:	Julie Kim		
Address Line 1:	Torys LLP		
Address Line 2:	79 Wellington Street West, 30th Floor		
Address Line 4:	Toronto, CANADA M5K 1N2		
NAME OF SUBMITTER:	Julie Kim		
SIGNATURE:	/Julie Kim/		
DATE SIGNED:	11/20/2018		
Total Attachments: 5			
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OP \$40.00 5235658

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) is made as of November 14, 2018, by AIRLANCO, INC. (“Grantor”), and CANADIAN IMPERIAL BANK OF COMMERCE, as collateral agent for the Secured Parties under the Intercreditor Agreement (the “Agent”).

WITNESSETH

WHEREAS, Ag Growth International Inc. and Westfield Distributing (North Dakota) Inc., as borrowers (the “Borrowers”), the financial institutions and other parties thereto from time to time, as lenders (the “Lenders”), Canadian Imperial Bank of Commerce, as Canadian Agent and U.S. Agent, are inter alios party to a credit agreement dated as of November 14, 2018 (as amended, restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”);

WHEREAS, the Borrowers and Hansen Manufacturing Corp. (“Hansen”), as co-obligors, are inter alios party to the Third Amended and Restated Note Purchase and Private Shelf Agreement dated as of November 14, 2018 (as amended, restated, supplemented or otherwise modified or replaced from time to time, the “Note Agreement”); and

WHEREAS, pursuant to the terms of a U.S. Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified or replaced from time to time, the “Security Agreement”), Grantor has granted to Agent a security interest in substantially all of the assets of such Grantor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.
2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Secured Liabilities, Grantor hereby grants to Agent, for itself and the ratable benefit of the Secured Parties a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the “Trademark Collateral”):
 - (a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and
 - (b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the

goodwill associated with any trademark, trademark application and/or trademark registration;


provided, however, that none of the foregoing shall be deemed to include any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.
4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.
5. Governing Law. This Agreement and any claims, 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 law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

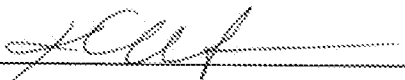
AIRLANCO, INC.,
as Grantor

By: 
Name: Steve Sommerfeld
Title: Secretary and Treasurer

{Signature Page to Trademark Security Agreement (Airlanco)}

Agreed and Accepted:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By: 

Name: Kevin Charko
Title: Executive Director



Emma Johnson
Director

{Signature Page to Trademark Security Agreement (Airlanco)}

SCHEDULE 1

TRADEMARKS

Mark	Registration #	Country	Status	Registered Owner
Airlanco design	5235658	US	Registered	Airlanco, Inc.