

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blackbox Biometrics, Inc.		06/01/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	TORONTO DOMINION (TEXAS) LLC		
Street Address:	NORTH TOWER, 77 KING STREET WEST		
Internal Address:	26TH FLOOR		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6256552	BLAST GAUGE	
Registration Number:	5013419		
Registration Number:	5013420	LINX IAS	
Registration Number:	4941775	LINX IAS	
Registration Number:	4379174	B3 BLACKBOX BIOMETRICS	
Registration Number:	4379175	B3	
Registration Number:	4379176	BLACKBOX BIOMETRICS	
CORRESPONDENCE DATA			
Fax Number:	4168680673		
<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:	416 601 7765		
Email:	bbell@mccarthy.ca		
Correspondent Name:	Bethanne Bell, McCarthy Tétrault LLP		
Address Line 1:	Suite 5300, TD Bank Tower		
Address Line 2:	Box 48, 66 Wellington Street West		
Address Line 4:	Toronto, Ontario, CANADA M5K 1E6		
NAME OF SUBMITTER:	Bethanne Bell		
SIGNATURE:	/Bethanne Bell/		

CH \$190.00 6256552

DATE SIGNED:	09/20/2021
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Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR VALUABLE CONSIDERATION, as of this 1st day of June, 2021, (the “**Effective Date**”), the receipt and adequacy of which is acknowledged, Blackbox Biometrics, Inc., a New York corporation (the “**Grantor**”), grants to Toronto Dominion (Texas) LLC, solely in its capacity as US agent for and on behalf of the Lenders (in such capacity, the “**Agent**”) pursuant to the Second Amended and Restated Credit Agreement dated as of January 1, 2020 among AirBoss of America Corp., an Ontario Corporation, AirBoss Rubber Compounding (NC), LLC, a North Carolina limited liability company (formerly known as AirBoss Rubber Compounding (NC) Inc.) (the “**US Borrower**”), Groupe AirBoss Défense Ltée/AirBoss Defense Group Ltd., a Québec corporation, AirBoss Defense Group, Inc., a Delaware corporation (“**ADGI**”), AirBoss Flexible Products, LLC, a Michigan limited liability company (“**AirBoss Flexible**”), AirBoss Holdings, LLC., a Delaware limited liability company (“**AirBoss Holdings**”), AirBoss Finco LLC, a Delaware limited liability company (“**AirBoss Finco**”), SunBoss Chemicals Corp., an Ontario corporation, AirBoss Defense Group, LLC, a Delaware limited liability company (“**ADGL**”), Critical Solutions Acquisition, LLC, a Delaware limited liability company (“**CSA**”), Critical Solutions International, LLC, a Texas limited liability company (“**CSI**”) and the Grantor, each of the financial institutions from time to time signatory thereto (collectively, including their respective successors and assigns, the “**Lenders**”), The Toronto-Dominion Bank, in its capacity as Canadian agent for and on behalf of the Lenders and the Agent, as amended by a first amendment dated as of April 6, 2021 and a second amendment dated as of April 28, 2021 (as further amended, supplemented and/or restated from time to time, the “**Credit Agreement**”), a security interest and all of the Grantor’s right, title and interest in and to the following whether existing now or later or on which the Grantor now has or later acquires an interest, and wherever the same may be located (the “**Trademark Collateral**”):

1. all rights, title and interest in the trademarks and trademark applications set forth on attached Exhibit A (collectively, the “**Trademarks**”); and
2. all products and proceeds of the foregoing Trademarks.

The Grantor has granted the security interest under this Agreement in conjunction with the security interests granted to the Agent pursuant to the terms of an Amended and Restated Security Agreement, dated as of December 10, 2015, as amended by a first amendment dated as of January 1, 2020, a second amendment dated as of March 31, 2021 and a third amendment dated as of the date hereof (“**Security Agreement**”), made by the US Borrower, ADGI, AirBoss Flexible, AirBoss Holdings, AirBoss Finco, ADGL, CSA, CSI and the Grantor in favour of the Agent for the purposes of security as provided in the Security Agreement. The Grantor acknowledges and affirms that the rights, privileges and remedies of the Agent with respect to the security interest in the Trademark Collateral granted in this Agreement are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Security Agreement.

Upon the termination of the Security Agreement in accordance with the terms thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the liens on and security interests in the applicable Trademark Collateral under this Agreement and any other documents required to evidence the termination of the Agent's interests in the applicable Trademark Collateral.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN AND FEDERAL LAWS OF THE UNITED STATES OF AMERICA APPLICABLE THEREIN.

Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Agent and the Grantor.

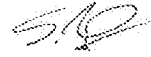
This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering to the other party hereto one or more counterparts. This Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Agent and a counterpart hereof shall have been executed on behalf of the Agent, and thereafter shall be binding upon the Grantor and the Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Grantor and the Agent and their respective permitted successors and assigns, except that the Grantor shall not have the right to assign or transfer its rights or obligations hereunder except as expressly contemplated by the Security Agreement or the Credit Agreement.

[Signature Page Follows]

The Grantor has executed and delivered this Grant of Security Interest in Trademarks as of the Effective Date.

BLACKBOX BIOMETRICS, INC.

By:






Name: Chris Figel
Title: Secretary

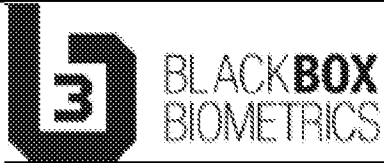
By:

Name:
Title:

**Exhibit A
Trademarks**

United States Trademarks

Title/Mark	Jurisdiction	Status	Filing Date
Blast Gauge	United States	Registered Principal Register January 26, 2021 Registration No. 6256552	6/29/2020 Application No. 90027096
LINX IAS	United States	Registered Principal Register April 19, 2016 Registration No. 4941775	9/20/2013 Application No. 86070191
Running Man 	United States	Registered Principal Register August 2, 2016 Registration No. 5013419	7/1/2014 Application No. 86325249
LINX IAS (Stylized) 	United States	Registered Principal Register August 2, 2016 Registration No. 5013420	7/1/2014 Application No. 86325259
B3 	United States	Registered Principal Register August 6, 2013 Registration No. 4379175	11/27/2012 Application No. 85787750
B3 BlackBox Biometrics	United States	Registered Principal Register August 6, 2013	11/27/2012 Application No.

		Registration No. 4379174	85787749
BlackBox Biometrics BlackBox Biometrics	United States	Registered Principal Register August 6, 2013 Registration No. 4379176	11/27/2012 Application No. 85787754