

03-15-1999



100982264

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☐ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other
- Effective Date  
Month Day Year  
 1 5 99

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name  KAOTIC ADVENTURE LLC

11 19 98

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☒ Other  LIMITED LIABILITY COMPANY
- ☒ Citizenship/State of Incorporation/Organization  COLORADO

Receiving Party

☐ Mark if additional names of receiving parties attached

Name  MACKINTOSH OF NEW ENGLAND CO.

DBA/AKA/TA

Composed of

Address (line 1)  1373 BROAD STREET

Address (line 2)

Address (line 3)  CLIFTON

City

NEW JERSEY

State/Country

07013

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☐ Citizenship/State of Incorporation/Organization  DELAWARE

03/11/1999 DNGUYEN 00000105 2128671

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:998 5.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1866 FRAME: 0898

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

SHERWIN D. ABRAMS

Address (line 1)

321 SOUTH PLYMOUTH COURT

Address (line 2)

SUITE 1200

Address (line 3)

CHICAGO, ILLINOIS 60604

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

5

**Trademark Application Number(s) or Registration Number(s)**

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)


2128671		

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40

Method of Payment:

Enclosed

☒

Deposit Account

☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☐

No

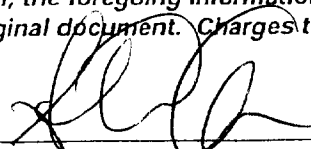
☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

SHERWIN D. ABRAMS

Name of Person Signing



Signature

3-5-99

Date Signed

**PURCHASE MONEY  
TRADEMARK SECURITY AGREEMENT**

**SECURITY AGREEMENT** made as of the 19th day of November, 1998 by and between, Kaotic Adventure LLC, a Colorado limited liability company ("Debtor") and Mackintosh of New England Co., a Delaware corporation ("Creditor").

Pursuant to a Trademark Purchase Agreement dated even date herewith, Creditor sold to Debtor the trademark "Kaotic" and certain associated property. In part payment, the Debtor executed and delivered to Creditor the Debtor's promissory installment note in the principal amount of \$70,000 (the "Note") and agreed to grant a security interest in the property to Creditor.

**NOW THEREFORE**, it is hereby agreed as follows:

1. To secure payment of the Note, and any renewals or extensions thereof, plus all costs of collection, including attorneys fees incurred by Creditor upon the occurrence of an event of default, Debtor assigns, transfers, and conveys to Creditor (for security purposes only), and Debtor grants to Creditor a security interest in, the following described property (hereinafter referred to as the "Collateral"):

- a. All right, title, and interest in and to the trademark hereinafter identified, together with the goodwill of the business symbolized by such mark and the registration thereof in the United States Patent and Trademark Office (the "Trademark"):

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
-------------	--------------------------	-------------------------

Kaotic	January 13, 1998	2128671
--------	------------------	---------

- b. All causes of action, claims and demands or other rights for, or arising from, any infringement, including past infringement of the mark.

2. The Debtor hereby warrants and represents to Creditor as follows:

- a. Except for the security interest granted to Creditor hereby, the Debtor has not assigned, transferred, conveyed, hypothecated, or granted a security interest in the Collateral;

- b. Debtor's principal place of business is located at the address set forth in Paragraph 8 below.

3. Unless and until an event of default shall occur and be continuing, Debtor shall have the right to use the Collateral in the ordinary course of Debtor's business, but Debtor shall not sell, assign, transfer, or otherwise encumber the Collateral or grant to anyone other than Creditor any license or right to use the Collateral or any part thereof; nor shall Debtor abandon the Trademark or cancel or permit the expiration of registration of the Trademark in the United States Patent and Trademark Office.

4. Each of the following shall constitute in an event of default:

- a. If Debtor shall default in any of its obligations pursuant to the Note, and if such default shall continue for a period of five (5) days after notice;
- b. If Debtor should breach any of the terms of this Security Agreement;
- c. If any warranty made by Debtor to Creditor proves to have been false in any material respect when made;
- d. Dissolution or insolvency of, or assignment for the benefit of creditors by, Debtor.

5. Upon the occurrence of an event of default, the Creditor shall propose to retain the Collateral in full satisfaction of the Debtor's obligations. Creditor shall give notice of such proposal in accordance with section 9-505 (2) of the Uniform Commercial Code. In the absence of written objection to such proposal, the Creditor shall retain the collateral in full satisfaction of the Debtor's obligations. If the Creditor receives objection in writing from a person entitled to receive notice within 21 days after the notice was sent, the Creditor shall be entitled to exercise in respect to the Collateral all of the rights and remedies available to a secured party upon default under the Uniform Commercial Code and such other rights and remedies as may be provided for herein and as might be provided for by law.

6. Creditor may purchase the Collateral at any public sale, and the requirement of reasonable notice shall be met by seven (7) days written notice.

7. Debtor will execute and deliver to Creditor such Uniform Commercial Code financing statements, continuation statements, amendments, assignments, and other documents as Creditor may deem appropriate in order to perfect and preserve Creditor's security interest in the Collateral and to transfer title to the Collateral to any purchaser at a foreclosure sale or to the Creditor as the case may be, and, in default thereof, Debtor hereby constitutes and appoints Creditor as Debtor's true and lawful agent and attorney for such purpose. This power is coupled with an interest and is irrevocable.

8. Any notice required or permitted hereunder or by law shall be deemed served when served personally, when delivered by a courier service such as Federal Express, or two (2) days after deposit in the United States mail, proper postage affixed, addressed to the respective parties as follows:

To Debtor:

Kaotic Adventure LLC  
6325 Gunpark Drive  
Suite 200  
Boulder, CO 80301-3307

To Creditor:

Mackintosh of New England Co.  
1373 Broad Street  
Clifton, New Jersey 07013  
Attention: President

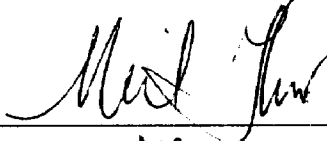
Either party may change the address for service of notice by giving notice in accordance with this paragraph; provided, however, that Debtor shall not change its principal place of business except upon thirty (30) days prior written notice to Creditor.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contract made and to be performed in that state.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first above written.

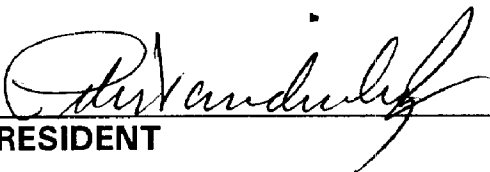
DEBTOR:

KAOTIC ADVENTURE LLC

BY:   
TITLE: DIRECTOR

CREDITOR:

MACKINTOSH OF NEW ENGLAND CO.,  
a Delaware corporation

BY:   
PRESIDENT

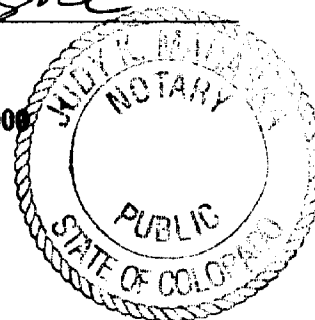
STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Neil Thew, personally known to me and personally known to me to be the director of Kaotic Adventure LLC, a Colorado limited liability company, appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act and as the free and voluntary act of the company pursuant to authority granted to him by the members or managers of the company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 22nd day of December, 1998.

Jed K. Mahesh  
NOTARY PUBLIC

My Commission Expires 11/23/2000



Florida

STATE OF ~~NEW JERSEY~~ )  
 ) SS.  
COUNTY OF DADE )

I, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Peter Vandenberg, Jr., personally known to me and personally known to me to be the President of Mackintosh of New England Co., a Delaware corporation, appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act and as the free and voluntary act of the corporation pursuant to authority granted to him by the board of directors of the corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 5th day of January, 1998.9

Christina L. Frost  
NOTARY PUBLIC

