

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THOMAS WYLDE HOLDINGS, LLC		10/29/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CBC PARTNERS I, LLC		
Street Address:	305 108TH AVENUE NE, SUITE 101		
City:	BELLEVUE		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86134119	WYLDE BY THOMAS WYLDE	
Serial Number:	86258860	THOMAS WYLDE	
CORRESPONDENCE DATA			
Fax Number:	5037782200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	503.778.2031		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Renee Peck, c/o Lane Powell PC		
Address Line 1:	601 SW Second Avenue, Suite 2100		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	126390.11		
NAME OF SUBMITTER:	Renee B. Peck		
SIGNATURE:	/Renee B. Peck/		
DATE SIGNED:	05/01/2014		
Total Attachments: 9			
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ATTACHMENT II TO SECURITY AGREEMENT

GRANT OF SECURITY INTEREST
(TRADEMARKS AND COPYRIGHTS)

This GRANT OF SECURITY INTEREST, dated as of October 29, 2013, is executed by THOMAS WYLDE HOLDINGS, LLC, a California limited liability company (“Grantor”), in favor of CBC PARTNERS I, LLC (“CBC”).

A. Pursuant to a Secured Promissory Note dated as of October 29, 2013 (as may be amended, restated, supplemented, and modified from time to time, the “Note”), by and between PDTW, LLC (“Borrower”) and CBC, CBC has agreed to lend to Borrower the sum of One Million Six Hundred Twenty Five Thousand Dollars (\$1,625,000.00) (the “Loan”).

B. As a condition precedent to making the Loan, CBC requires that Borrower obtain the execution of a Guaranty by Grantor, secured by all intellectual property owned by Grantor, and receipt by CBC of this Security Agreement duly executed by Grantor.

C. The making of the Loan by CBC to Borrower is of value to Grantor, is reasonably expected to benefit Grantor, directly or indirectly, and is in furtherance of Grantor's personal and business interests.

D. Grantor owns the trademarks, copyrights, applications for trademarks, and/or applications for copyrights, of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the “Intellectual Property”);

E. Grantor has entered into an Intellectual Property Security Agreement dated the date hereof (the “Security Agreement”) in favor of CBC; and

F. Pursuant to the Security Agreement, Grantor has granted to CBC a security interest in all right, title, and interest of Grantor in and to the Intellectual Property, together with any reissue, continuation, continuation-in-part, or extension thereof, and all proceeds thereof, including any and all causes of action that may exist by reason of infringement thereof for the full term of the Intellectual Property (collectively, the “Collateral”), to secure the prompt payment, performance, and observance of the Liabilities, as defined in the Note;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby further grant to CBC a security interest in the Collateral to secure the prompt payment, performance, and observance of the Liabilities.

Grantor does hereby further acknowledge and affirm that the rights and remedies of CBC with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

CBC's address is:

CBC Partners I, LLC
305 108th Avenue NE, Suite 101
Bellevue, WA 98004
Attn: Alan Hallberg

With a copy to:

Lane Powell PC
1420 Fifth Avenue, Suite 4200
P.O. Box 91302
Seattle, WA 98111-9402
Attn: Stephanie Stephens

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

THOMAS WYLDE HOLDINGS, LLC

By: 

Name: Paula Thomas

Its: Member

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On October 28, 2013, before me, A. Sheikh, NOTARY PUBLIC
(Name and Title of Officer)

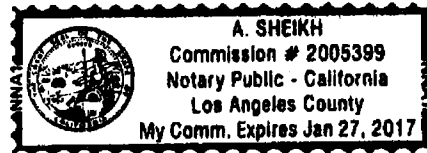
personally appeared PAULA THOMAS

~~personally known to me~~
-or-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

A. Sheikh
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

- Partner(s) Limited
- Attorney-In-Fact General
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages



Date Of Document

Signer(s) Other Than Named Above

IP Security Agreement

AMENDED SCHEDULE 1-A TO ATTACHMENT I
TO SECURITY AGREEMENT

TRADEMARKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Owner</u>	<u>Serial No. / Reg. No.</u>	<u>Status</u>
	United States	Thomas Wylde Holdings, LLC (California limited liability company)	4,045,284	Registered 10/25/11
	United States	Thomas Wylde Holdings, LLC (California limited liability company)	85/282,535	Filed 3/31/11
THE WYLDE	United States	Thomas Wylde Holdings, LLC (California limited liability company)	86/003,488	Filed 7/6/13
THOMAS WYLDE	United States	Thomas Wylde Holdings, LLC (California limited liability company)	3,283,944	Registered 8/21/07
THOMAS WYLDE	United States	Thomas Wylde Holdings, LLC (California limited liability company)	77/622,486	Abandoned 1/28/13
THOMAS WYLDE	United States	Thomas Wylde Holdings, LLC (California limited liability company)	78/778,668	Abandoned 5/15/08
THOMAS WYLDE	International Registration via Madrid Protocol (designated countries: Australia, Azerbaijan, Bulgaria, Bahrain, Kyrgyzstan, Norway, Oman, Singapore, Switzerland, Turkey, Ukraine, Uzbekistan, Vietnam)	Thomas Wylde Holdings, LLC (California limited liability company)	1049884	Registered 8/19/10

<u>Mark</u>	<u>Jurisdiction</u>	<u>Owner</u>	<u>Serial No. / Reg. No.</u>	<u>Status</u>
THOMAS WYLDE	International Registration via Madrid Protocol (designated countries: China, European Union, North Korea, South Korea, Russian Federation)	Thomas Wylde Holdings, LLC (California limited liability company)	1028583	Registered 1/27/10
THOMAS WYLDE	Japan	Thomas Wylde Holdings, LLC (California limited liability company)	5150811	Registered 7/11/08
THOMAS WYLDE	Japan	Thomas Wylde Holdings, LLC (California limited liability company)	5302128	Registered 2/19/10
THOMAS WYLDE	South Korea	Thomas Wylde Holdings, LLC (California limited liability company)	40-2013-11821	Filed 2/25/13
WYLDE BY THOMAS WYLDE	United States	Thomas Wylde Holdings, LLC (California limited liability company)	85/020,665	Filed 4/22/10
DOGS GONE WYLDE	United States	Thomas Wylde Holdings, LLC (California limited liability company)	77/737,583	Abandoned 1/14/13
TW FOR THOMAS WYLDE	United States	Thomas Wylde Holdings, LLC (California limited liability company)	77/742,386	Abandoned 8/2/10
WYLDE	United States	Thomas Wylde Holdings, LLC (California limited liability company)	77/853,330	Abandoned 7/24/10
WYLDE CHILD	United States	Thomas Wylde Holdings, LLC (California limited liability company)	78/379,441	Abandoned 3/22/05

<u>Mark</u>	<u>Jurisdiction</u>	<u>Owner</u>	<u>Serial No. / Reg. No.</u>	<u>Status</u>
WYLDE BY THOMAS WYLDE	United States	Thomas Wylde Holdings, LLC (California limited liability company)	86/134,119	Filed 12/3/13
THOMAS WYLDE	United States	Thomas Wylde Holdings, LLC (California limited liability company)	86/258,860	Filed 4/22/14

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

See trademarks referenced as "Filed" on Schedule A.

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SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

COPYRIGHTS

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
Acid Flower	VA 1-344-484	04/14/2006	Thomas Wylde Holdings, LLC
Henna Skull	VA 1-813-811	03/30/2011	Thomas Wylde Holdings, LLC
Skull Flower	VAu 691-713	04/14/2006	Thomas Wylde Holdings, LLC
Skull Pattern	VA 1-344-483	04/14/2006	Thomas Wylde Holdings, LLC
Money Print	VA 1-853-563	10/24/2012	Thomas Wylde Holdings, LLC
Hidden Death Print	VA 1-853-575	10/24/2012	Thomas Wylde Holdings, LLC
Ballet Bowie Print	VA 1-853-570	10/24/2012	Thomas Wylde Holdings, LLC
Carpe Diem Print	VA 1-853-579	10/24/2012	Thomas Wylde Holdings, LLC
Goth Moth	VA 1-853-573	10/24/2012	Thomas Wylde Holdings, LLC
Madame Butterfly	VA 1-853-576	10/24/2012	Thomas Wylde Holdings, LLC
Samona Print	VA 1-853-569	10/24/2012	Thomas Wylde Holdings, LLC

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

COPYRIGHT APPLICATIONS

<u>Title</u>	<u>Application Date</u>	<u>Owner</u>
Cyclops	09/11/2013	Thomas Wylde Holdings, LLC
Spinal Tap	09/11/2013	Thomas Wylde Holdings, LLC

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