

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rio Brands, LLC		03/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	78544848	RIO BRANDS	
Serial Number:	77738016	CAPTURE THE SPIRIT	
Serial Number:	77384970	AMERICAN PATRIOT	
Serial Number:	76545904	AMERICAN PRIDE	
Serial Number:	76553810	RIO CREATIONS	
Serial Number:	76545903	RIO OUTDOOR LIFESTYLES	
Serial Number:	76545901	RIO ADVENTURE	
Serial Number:	85047941	MYPOD	
Serial Number:	78729736	BEACH POD	
Serial Number:	77035953	BIG KAHUNA	
Serial Number:	76580426	EASY IN-EASY OUT	
Serial Number:	76562322	SAND BLASTER	
Serial Number:	76562309	RIO BEACH	
Serial Number:	76562307	GROUND BREAKER	
Serial Number:	85565605	EXTREMESHAD	
Serial Number:	85565577	TOTAL SUN BLOCK	
Serial Number:	85091507	RIO GEAR	

OP \$440.00 78544848

CORRESPONDENCE DATA**Fax Number:** 2158325619*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.***Phone:** 215-569-5619**Email:** pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye**Address Line 1:** Blank Rome LLP**Address Line 2:** One Logan Square, 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-15022
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	04/01/2015

Total Attachments: 12

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks and Patents)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks and Patents) (this "Agreement") made as of this 31st day of March, 2015 by **RIO BRANDS, LLC**, a limited liability company formed under the laws of the State of Delaware ("Grantor") in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below).

W I T N E S S E T H

WHEREAS, Grantor, **RIO ACQUISITION, INC.**, a corporation organized under the laws of the State of Delaware ("Rio Acquisition"), and collectively with Grantor and each Person joined as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), **RIO HOLDINGS, INC.**, a corporation organized under the laws of the State of Delaware ("Holdings"), **GUARDIAN RIO HOLDINGS CORP.**, a corporation organized under the laws of the State of Delaware ("Guardian Holdings"), and **RIO BRANDS HOLDINGS, LLC**, a limited liability company formed under the laws of the State of Delaware ("Rio Holdings" and together with Holdings, Guardian Holdings, and each Person joined as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor" and together with the Borrowers, collectively the "Loan Parties" and each a "Loan Party"), Lenders, and Agent are parties to that certain Revolving Credit, Term Loan, and Security Agreement of even date herewith (as same may be amended, restated, amended and restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, each Loan Party has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Loan Party, including all right, title and interest of Loan Parties in, to, and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Loan Parties' trademarks, patents, and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Loan Agreement and the Other Documents;

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. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
2. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.
3. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in Grantor's entire right, title, and

interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application listed on Schedule I annexed hereto (such trademarks referred to as the “Trademarks”), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(ii) each patent and patent application listed on Schedule II annexed hereto (such patents referred to as the “Patents”), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent; and

(iii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, as applicable, or (b) injury to the goodwill associated with any Trademark or Patent, as applicable.

4. Power of Attorney. This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement. Upon the occurrence of an Event of Default under the Loan Agreement, for so long as the Event of Default is continuing, Grantor hereby authorizes Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Grantor’s true and lawful attorney-in-fact, with the power to endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under this Agreement, including, without limitation, the power to record its interest in any Trademarks and Patents or additional trademarks and patents of Grantor in the United States Patent and Trademark Office or other appropriate governmental office, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or as necessary, to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantor, a trademark and patent assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents and until all Obligations are paid and satisfied in full in cash and the Loan Agreement is terminated.

5. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedules I and II hereto constitute all Trademarks and all Patents owned or registered to Grantor as of the date of this Agreement.

6. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, assign, transfer or further encumber its rights and interests in the Trademarks and Patents without prior written consent of Agent.

7. Governing Law. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

8. Counterparts. 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 one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

9. Termination. This Agreement shall terminate upon the payment in full in cash of all Obligations and the termination of the Loan Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

RIO BRANDS, LLC

By:  _____

Name: Ira Cohen

Title: Chief Executive Officer and Chairman

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Name: Stephen P. Kanarian

Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS AND PATENTS)]

TRADEMARK
REEL: 005489 FRAME: 0460


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

RIO BRANDS, LLC

By: _____
Name: Ira Cohen
Title: Chief Executive Officer and Chairman

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Stephen P. Kanarian
Title: Senior Vice President

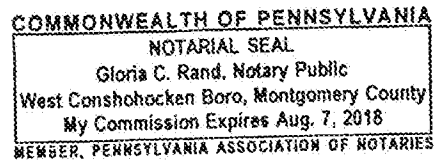
**[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS AND PATENTS)]**

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Pennsylvania* : SS
COUNTY OF *Montgomery*

On this 27 day of March, 2015 before me personally appeared Ira Cohen, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Rio Brands, LLC, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.


Notary Public
My Commission Expires:



[NOTARY ACKNOWLEDGMENT – INTELLECTUAL PROPERTY SECURITY
AGREEMENT (TRADEMARKS AND PATENTS)]

TRADEMARK
REEL: 005489 FRAME: 0462

SCHEDULE I

TRADEMARK REGISTRATIONS

TRADEMARKS				
#	TM #	Misc #	Description	Expiration Dates
1	78544848	3301686	RIO BRANDS	LIVE
2	77738016	3722168	CAPTURE THE SPIRIT	LIVE
3	77384970	3495594	AMERICAN PATRIOT	LIVE
4	76545904		AMERICAN PRIDE	LIVE
5	76553810	2943413	RIO CREATIONS	LIVE
6	76545903	2935789	RIO OUTDOOR LIFESTYLES	LIVE
7	76545901	2959077	RIO ADVENTURE	LIVE
8	85047941		MYPOD	LIVE
9	78729736	3212576	BEACH POD	LIVE
10	77035953	3281903	BIG KAHUNA	LIVE
11	76580426	3068777	EASY IN-EASY OUT	LIVE
12	76562322	2969362	SAND BLASTER	LIVE
13	76562309	3047481	RIO BEACH	LIVE
14	76562307	2965866	GROUND BREAKER	LIVE
	85565605		ExtremeShade	LIVE
	85565577		Total Sun Block	LIVE
15	85091507		RIO Gear	LIVE
LICENSED TRADEMARKS				
#	TM #		Description	Expiration Dates

1		Wonder Wheeler	LIVE
2		Tommy Bahama	LIVE
3		Margaritaville	

SCHEDULE II

PATENT REGISTRATIONS

WelCom Patents Purchased as part of the Asset Purchase of WelCom			
#	Patent #	Description	Expiration Dates
1	RE39,022	Folding Chair (patent for the backpack chair)	1/12/2019
2	7,374,247	Footrest for folding chair (has been used on backpack chair)	12/8/2025
RIO Patents			
#	Patent #	Description	Expiration Dates
1	D571,115	Folding backpack chair	6/17/2022
2	D571,113	Wheeled folding chair	6/17/2022
3	D569,131	Flat Cooler stand	5/20/2022
4	D568,636	Cooler stand with metal grate	5/13/2022
5	D568,067	Oval Cooler stand	5/6/2022
6	D568,066	Square Cooler stand with 2 support bars	5/6/2022
7	D552,386	Folding chair adjustment rack	10/9/2021
8	7,264,011	Tree mounted umbrella assembly and method of application	2/17/2024
9	D548,491	Cooler with sloped face	8/14/2021
10	D548,489	Oval shaped cooler	8/4/2021
11	D547,981	Armrest for a folding chair	8/7/2021
12	6,886,377	Tree stand lock and associated	8/25/2023
13	D376,060	Arm for Sand Chair	12/3/2020
14	D338,791	Arm for Folding Chair	8/31/2017
15	7,757,616	Collapsible Kitchen Table	12/19/2025
16	D696,657S	combo bookholder/cell phone holder molded part for wide	8/2/2027

		arms	
16	D669,677S	Umbrella shelter with a squared canopy	5/24/2027
17	D651,010S	Folding chair having quilted fabric	12/10/2025
18	D630,834S	Anchor auger for beach umbrella	8/19/2025
19	8,197,000	Chair w/ auxiliary backrest leg & accommodating backrest pockets	8/19/2022
20	8,667,907	Portable and Collapsible Table Structure	3/11/2029
21	D552386	Safe Adjust	9/19/2021
22	13/221,096	Portable and Collapsible Cot Structure	
23	13/790,893	Portable and Collapsible Stadium Seat	

RIO Patents Pending

#	Patent #	Description	Filing Date
1	14/488,266	Anchored Shade System	9/16/2014
2	14/472,387	Ground Anchor System Having Multiple Configurations	8/29/2014
3	14/267,033	Folding Lounge Chair with Backpack Straps	5/1/2014
4	13/470,295	Collapsible Lounge Chair with Backpack Straps	5/12/2012
5	13/470,297	Lightweight Folding Table	5/12/2012
6	29/462,109	Canopy for Folding Chair	7/31/2013

LICENSED PATENTS

#	Patent #	Description	Expiration Dates
1	6,328,046	Sand Blaster	LIVE
2	6,267,127	Sand Blaster	LIVE
3	5,915,722	Collapsible Beach Cart	LIVE
4	5,988,671	Collapsible Beach Cart	LIVE
5	6,957,876	Portable Bar	LIVE

6	7,101,000	Portable Bar	LIVE
7	7,201,458	Portable Bar	LIVE
8	7,240,975	Portable Bar	LIVE
9	7,273,261	Portable Bar	LIVE
10	7,354,120	Portable Bar	LIVE
11	7,425,046	Portable Bar	LIVE
12	8,016,371	Portable Bar	LIVE
13	8,267,490	Portable Bar	LIVE
14	D648,154	Portable Bar	LIVE

EXHIBIT 1

TRADEMARK AND PATENT ASSIGNMENT

WHEREAS, [_____] (“Grantor”) is the registered owner of the (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule I attached hereto and made a part hereof (“Trademarks”) and (ii) patents listed on Schedule II attached hereto and made a part hereof (“Patents”) which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Trademarks and Patents;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement (Trademarks and Patents) dated _____, 2015 among Grantors and Grantee, all of its present and future right, title and interest in and to the Trademarks and Patents and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark and Patent Assignment to be executed as of the ___ day of _____.

[_____]

By: _____
Attorney-in-fact

Witness: