

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BACKFLIPS, INC.		04/13/2015	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MANUFACTURERS AND TRADERS TRUST COMPANY		
Street Address:	25 South Charles Street		
Internal Address:	Attention: Asset Lending Group		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21201		
Entity Type:	banking corporation: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2688502	"PIECES BY BACKFLIPS"	
Registration Number:	1332286	BACKFLIPS	
Registration Number:	2142921	BACKFLIPS	
Registration Number:	3593248	MAGIC BRA COLLECTION	
Registration Number:	3552163	MAGIC BRA COLLECTION SWIM	
Registration Number:	1563481	SUMMER BEACH	
Registration Number:	1704272	SUSHI	
Registration Number:	3541163	WATERFITNESS	
CORRESPONDENCE DATA			
Fax Number:	215851420		
<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:	215-851-8100		
Email:	phlipdocketing@reedsmith.com		
Correspondent Name:	Maryellen Feehery Hank		
Address Line 1:	1717 Arch Street		
Address Line 2:	Three Logan Square, Suite 3100		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

OP \$215.00 2688502

ATTORNEY DOCKET NUMBER:	883491.60001
NAME OF SUBMITTER:	Maryellen Feehery Hank
SIGNATURE:	/Maryellen Feehery Hank/
DATE SIGNED:	04/14/2015

Total Attachments: 9

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL
ASSIGNMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT (this "Agreement"), dated as of April 14, 2015 (the "Effective Date"), made by BACKFLIPS, INC., a Pennsylvania corporation (the "Grantor"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation, as administrative agent and collateral agent (in such capacity, the "Agent") for the Lenders. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in Section 1(a) below.

W I T N E S S E T H:

WHEREAS, the Grantor, other Borrowers and Loan Parties, the Agent, and the Lenders are parties to a certain Financing and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Financing Agreement"), providing for extensions of credit to be made to the Grantor by the Lenders;

WHEREAS, pursuant to the Financing Agreement, the Grantor has granted a security interest to the Agent, for the benefit of the Lenders, in, among other things, all right, title and interest of the Grantor in, to and under all of the Grantor's Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations; and

WHEREAS, the Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule 1 hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Financing Agreement, and intending to be legally bound hereby, the Grantor hereby agrees with the Agent as follows:

1. Defined Terms.

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Financing Agreement.

(b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all of the following now owned or hereafter adopted or acquired by the Grantor: (i) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith (including all copyrights for computer programs), including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; and (ii) all reissues, extensions or renewals thereof.

“Copyright Licenses” shall mean any and all rights now owned or hereafter acquired by the Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

“Financing Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall mean all: (i) Trademarks and Trademark Licenses; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) goodwill of the business symbolized by any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License, including, without limitation, records relating to the distribution of products or services bearing such Trademark, Patent or Copyright; (v) all customer lists and customer information; (vi) all income, fees, royalties and other payments at any time due or payable with respect to any Trademark, Patent or Copyright, including, without limitation, payments under all Licenses at any time entered into in connection therewith; (vii) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; (viii) the right to sue for all past, present and future infringements of any Trademark, Patent or Copyright; (ix) all other intellectual property; and (x) all common law and other rights throughout the world in and to all of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“New Intellectual Property” shall mean any Intellectual Property in which the Grantor obtains ownership of or the rights to after the Effective Date.

“Patents” shall mean all of the following in which the Grantor now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent Licenses” shall mean rights under any written agreement now owned or hereafter acquired by the Grantor granting any right with respect to any invention on which a Patent is in existence.

“Trademarks” shall mean all of the following now owned or hereafter adopted or acquired by the Grantor: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications (other than intent-to-use applications) in connection

therewith, including registrations, recordings and applications (other than intent-to-use applications) in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

“Trademark Licenses” shall mean rights under any written agreement now owned or hereafter acquired by the Grantor granting any right to use any Trademark.

(c) Other Definitional Provisions.

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the prompt payment and performance to the Agent and each Lender of the Obligations, the Grantor hereby confirms and acknowledges that it has assigned, pledged and granted (and, to the extent not previously done under the Financing Agreement, does hereby assign, pledge and grant) to the Agent for its benefit and for the ratable benefit of each Lender a continuing security interest in and to all of the Grantor’s entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by the Grantor, and including, without limitation, the Grantor’s right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule 1 attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor’s business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the “IP Collateral”).

3. Protection of Intellectual Property by Grantor. The Grantor shall, at its sole cost, expense and risk, undertake the following with respect to the Intellectual Property:

(a) If applicable, the Grantor shall pay all renewal fees and other fees and costs associated with maintaining New Intellectual Property and with the processing of New Intellectual Property and take all other reasonable and necessary steps to maintain each registration of New Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) If applicable and reasonable, pursue the prompt, diligent processing of each application for registration for New Intellectual Property which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) Take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. **Representations and Warranties.** The Grantor represents and warrants to and for the benefit of the Agent and Lenders that:

(a) Schedule I is a true, correct and complete list of all registered Intellectual Property owned by the Grantor as of the date hereof.

(b) Except as set forth in Schedule I, none of the registered Intellectual Property is the subject of any licensing or franchise agreement pursuant to which the Grantor is the licensor or franchisor.

(c) The registered Intellectual Property identified on Schedule I hereto, is valid and enforceable; and no claim that could be reasonably expected to have a Material Adverse Effect related to the Grantor has been made that the use of any of the Intellectual Property does or may violate the rights of any third person, and no claim that could be reasonably expected to have a Material Adverse Effect related to the Grantor has been asserted and is pending by any Person challenging or questioning the use by the Grantor of any of the Intellectual Property owned by the Grantor or the validity or effectiveness of any of the Intellectual Property owned by the Grantor, nor does the Grantor know of any valid basis for any such claim.

(d) The Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and the Grantor is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, the Intellectual Property, other than Permitted Encumbrances.

(e) No holding, decision or judgment has been rendered by any Governmental Body which would limit, cancel or question the validity of, or the Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect related to the Grantor.

(f) The Grantor has the legal right and authority to enter into this Agreement and perform its terms.

(g) On the first Business Day of each calendar quarter, the Grantor shall give the Agent written notice (with reasonable detail) of the occurrence of any of the following not previously disclosed to the Agent in writing:

(i) The Grantor obtaining rights to, and filing applications for registration of, any New Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

(ii) The Grantor becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.

(iii) The Grantor entering into any new Licenses.

(iv) The Grantor knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property or the Grantor's right to register the same or to own and maintain the same.

5. **No Violation of Financing Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Financing Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Financing Agreement.

6. **Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Sections 4(g)(i), 4(g)(ii) and 4(g)(iii) above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of the Agent, the Grantor shall execute and deliver, and have recorded, an Intellectual Property Security Agreement and any and all other agreements, instruments, documents and papers as the Agent may request to evidence the Agent's security interest in any Intellectual Property and the goodwill of the Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and the Grantor hereby constitutes the Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. **Grantor's Rights To Enforce Intellectual Property.** Prior to the Agent's giving of notice to the Grantor (i) following the occurrence and during the continuance of an Event of Default or (ii) pursuant to Section 8(a) below, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however*:

(a) The Grantor first provides the Agent with written notice of its intention to so sue for enforcement of any material Intellectual Property. If, in the reasonable opinion of the Agent, the Grantor has failed to take appropriate action within sixty (60) days after such notice is given to Agent, upon notice to the Grantor, the Agent may (but shall not be required to) itself take such action in the name of the Grantor. The requirement in section 7(a) to provide written notice to Agent regarding enforcement of any material Intellectual Property shall not apply to legal action taken by Grantor

in the USPTO or the TTAB, but only to complaints filed in United States Federal District Courts. In the event Grantor takes action to sue for enforcement in the USPTO or TTAB then, only in the event such action or failure to take action could reasonably be expected to result in a Material Adverse Effect then Grantor shall give notice to Agent within two (2) weeks of commencing any such action in the USPTO or TTAB.

(b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, to be applied to the Obligations.

(d) Following the occurrence of any Event of Default, the Agent, by notice to the Grantor may terminate, or limit the Grantor's rights under this Section 7.

8. Agent's Actions To Protect Intellectual Property. In the event of:

(a) The Grantor's failure, within thirty (30) days of written notice from the Agent, to cure any failure by the Grantor to observe or perform any of the Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Agent, acting in its own name or in that of the Grantor, may (but shall not be required to) act in the Grantor's place and stead and/or in the Agent's own right in connection therewith.

9. Rights Upon Default. Upon the occurrence and during the continuance of any Event of Default, the Agent may exercise all rights and remedies as provided for in the Financing Agreement or otherwise available under applicable law.

10. Agent as Attorney In Fact.

(a) The Grantor hereby irrevocably constitutes and designates the Agent as and for the Grantor's attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(i) To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of the Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent, or this Agreement is terminated by its terms.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by this Section 10, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

11. Agent's Rights. Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Financing Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. No Limitation; Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to the Agent with respect to the IP Collateral with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Financing Agreement. The Financing Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Financing Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Financing Agreement with respect to all other Collateral.

13. Termination; Release of IP Collateral. This Agreement and all obligations of the Grantor and the Agent hereunder shall terminate on the date upon which the Obligations are performed in full and indefeasibly paid in full in cash and the Financing Agreement and other Loan Documents are terminated in accordance with the terms of the Financing Agreement. Upon termination of this Agreement, the Agent shall, at the expense of the Grantor, take such actions required by the Financing Agreement to release its security interest in the IP Collateral.

14. Binding Effect; Benefits. This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders, and their respective successors and assigns.

15. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

BACKFLIPS, INC.

By: [Signature]
Name: Bruce Waldman
Title: President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Northampton) : SS.

On the 13 day of April, in the year 2015, before me, the undersigned, a Notary Public in and for said Commonwealth, personally appeared Bruce Waldman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jody L. Laubach, Notary Public
Stockertown Boro, Northampton County
My Commission Expires Oct. 6, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL
ASSIGNMENT**

Intellectual Property Owned by Backflips, Inc.

TRADEMARKS

COUNTRY	MARK	APPLICATION NO.	REGISTRATION NO.	DATE
U.S.	"PIECES BY BACKFLIPS"	76/400,906	2,688,502	2-18-2003
U.S.	BACKFLIPS	73/474,582	1,332,286	4-23-1985
U.S.	BACKFLIPS	75/975,939	2,142,921	3-10-1998
U.S.	MAGIC BRA COLLECTION	78/959,460	3,593,248	3-17-2009
U.S.	MAGIC BRA COLLECTION SWIM	78/959,478	3,552,163	12-23-2008
U.S.	SUMMER BEACH	73/784,141	1,563,481	10-31-1989
U.S.	SUSHI	74/074,415	1,704,272	7-28-1992
U.S.	WATERFITNESS	77/232,794	3,541,163	12-02-2008