

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CALI BAMBOO LLC		07/10/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS LLC, as Administrative Agent		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 6400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3138592	CALI BAMBOO	
Registration Number:	4323912	BAMDECK	
Registration Number:	3753560	CALI BAMBOO	
Registration Number:	4382699	FOSSILIZED	
Registration Number:	4258602	GREENCLAIMED	
Registration Number:	4011122	LUMBOO	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F157016		

OP \$165.00 3138592

NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	07/13/2015
Total Attachments: 7 source=Closing Copy - Trademark Security Agreement#page1.tif source=Closing Copy - Trademark Security Agreement#page2.tif source=Closing Copy - Trademark Security Agreement#page3.tif source=Closing Copy - Trademark Security Agreement#page4.tif source=Closing Copy - Trademark Security Agreement#page5.tif source=Closing Copy - Trademark Security Agreement#page6.tif source=Closing Copy - Trademark Security Agreement#page7.tif	

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of July 10, 2015, by CALI BAMBOO LLC, a California limited liability company ("Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS LLC, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee, Lenders and certain other Persons are parties to a certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Guaranty and Collateral Agreement dated as of the date hereof among Grantor, Grantee and certain other Affiliates of Grantor (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including a security interest in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the Obligations (as defined in the Credit Agreement).

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 Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and


(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark.

3. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee and Lenders and their respective successors and assigns. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

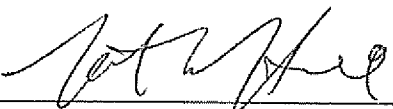
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CALI BAMBOO LLC, a California limited liability company, as Grantor

By: 
Name: _____
Title: _____

Agreed And Accepted
As of the Date First Written Above

**MONROE CAPITAL MANAGEMENT ADVISORS
LLC, Administrative Agent, as Grantee**

By: 
Name: Nathan Harrell
Title: Vice President

Trademark Schedule

<u>Mark</u>	<u>Country</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Regn. No.</u>	<u>Regn. Date</u>	<u>Status</u>	<u>Owner</u>
 CALI BAMBOO & Design	US	78/689168	8/9/2005	3138592	9/5/2006	Registered	Cali Bamboo LLC
BAMDECK	US	85/715259	8/28/2012	4323912	4/23/2013	Registered	Cali Bamboo LLC
CALI BAMBOO	US	77/258117	8/17/2007	3753560	3/2/2010	Registered	Cali Bamboo LLC
POSSILIZED	US	85/715277	8/28/2012	4382699	8/13/2013	Registered	Cali Bamboo LLC
GREENCLAIMED	US	85/388916	8/3/2011	4258602	12/11/2012	Registered	Cali Bamboo LLC
LUMBOO	US	85/005211	4/2/2010	4011122	8/16/2011	Registered	Cali Bamboo LLC
CALI BAMBOO	Canada	1619517	3/22/2013	TMA89241 4	12/16/2014	Registered	Cali Bamboo LLC
CALI BAMBOO	WIPO	1062900		1062900	12/15/2010	Registered in China and European Community	Cali Bamboo LLC
CALI BAMBOO	China	1062900		1062900	12/15/2010	Registered	Cali Bamboo LLC

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CALI BAMBOO	Europe Communit y	1062900		1062900	12/15/2010	Registered	Cali Bamboo LLC

Domain Names

Name	Registrar	Registrant	Created	Expiration
calibamboo.com	Small Business Sales, Inc. d/b/a Aplus.net	Private	4/20/2004	4/20/2023
calibamboo.net	Small Business Sales, Inc. d/b/a Aplus.net	Private	1/30/2007	1/30/2023
calibamboo.org	Small Business Sales, Inc. d/b/a Aplus.net	Private	1/30/2007	1/30/2023
calibamboo-checkout.com	Tucows, Inc.	Private	1/21/11	1/21/17
greendaimed.com	Tucows, Inc	Private	4/3/2012	4/3/2022