

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350632

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coulter Ventures, LLC		08/05/2015	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	41 S. High Street
City:	Columbus
State/Country:	OHIO
Postal Code:	43215
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4264453	CB-1
Registration Number:	4488512	DOG BONE
Registration Number:	4584489	DOG SLED
Registration Number:	4264454	LB-1
Registration Number:	4264451	MG-1
Serial Number:	86141298	MONSTER LITE
Serial Number:	86282892	R
Serial Number:	86282895	R
Registration Number:	4289131	R
Registration Number:	4363603	R
Serial Number:	85681819	R YOU ROGUE
Registration Number:	4056202	ROGUE
Registration Number:	4264470	ROGUE BUTCHER
Registration Number:	4382141	ROGUE DOG SLED
Registration Number:	3501073	ROGUE FITNESS
Registration Number:	4055351	ROGUE FITNESS
Serial Number:	86141293	ROGUE MONSTER
Serial Number:	86141295	ROGUE MONSTER LITE
Serial Number:	86047006	ROGUE SUPPLY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4264447	RPG
Registration Number:	4363378	S-25
Registration Number:	4264457	SB-1
Registration Number:	4264466	Y-3
Registration Number:	4264501	Y-2
Registration Number:	4264463	Y-1

CORRESPONDENCE DATA

Fax Number: 6142272390
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: 614-227-2369
Email: ipdocketing@bricker.com
Correspondent Name: Gregory J. Krabacher
Address Line 1: 100 S. Third St.
Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	034826/170600
NAME OF SUBMITTER:	Gregory J. Krabacher
SIGNATURE:	/Gregory J. Krabacher/
DATE SIGNED:	08/06/2015

Total Attachments: 2
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**MEMORANDUM OF
TRADEMARK SECURITY AGREEMENT**

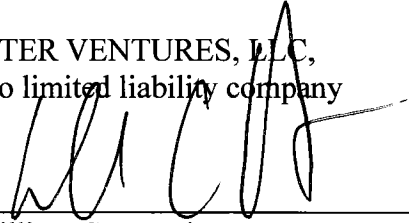
This Memorandum of Trademark Security Agreement (this "Memorandum") is dated as of August 5, 2015 and is executed by and between COULTER VENTURES, LLC, an Ohio limited liability company having a mailing address at 1080 Steelwood Road, Columbus, Ohio 43212 (the "Debtor"), and THE HUNTINGTON NATIONAL BANK, a national banking association having a mailing address at 41 South High Street, Columbus, Ohio 43215 (the "Secured Party") with reference to the following:

1. In connection with a certain Loan and Security Agreement dated as of August 5, 2015 and executed by and between the Debtor, as borrower, and the Secured Party, as lender, and pursuant to the terms of a certain Trademark Security Agreement (the "Security Agreement") dated as of August 5, 2015 and executed by the Debtor in favor of the Secured Party, the Debtor has granted, pledged, conveyed and assigned to the Secured Party a continuing a security interest in, and a mortgage upon, all of the Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):
 - (a) All state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
 - (b) The entire goodwill of or associated with the businesses now or hereafter conducted by the Debtor connected with and symbolized by any of the aforementioned properties and assets;


- (c) All general intangibles and all intellectual or other intangible property of the Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
 - (d) All proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.
2. The Collateral includes, but is not limited to, the items listed in Schedule A, a true copy of which is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

COULTER VENTURES, LLC,
an Ohio limited liability company

By: 
William C. Henniger
Its: President and Manager

THE HUNTINGTON NATIONAL BANK,
a national banking association

By: 
Beth Alloway
Its: Senior Vice President