

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350907

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ChalkTalk Sports, Inc.		07/31/2015	CORPORATION: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Patricia Calanca		
<b>Street Address:</b>	40 Conrad Road		
<b>City:</b>	New Canaan		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06840		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>Name:</b>	CALANCA & ASSOCIATES, LLC		
<b>Street Address:</b>	40 Conrad Road		
<b>City:</b>	New Canaan		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06840		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4207663	SHIRTWIHZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2033271096		
<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>			
<b>Phone:</b>	203-324-6155		
<b>Email:</b>	abryce@ssjr.com		
<b>Correspondent Name:</b>	Fritz L. Schweitzer III		
<b>Address Line 1:</b>	986 Bedford Street		
<b>Address Line 2:</b>	St. Onge Steward Johnston & Reens LLC		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06905		
<b>ATTORNEY DOCKET NUMBER:</b>	06121-A0003A		
<b>NAME OF SUBMITTER:</b>	Fritz L. Schweitzer III		

OP \$40.00 4207663

<b>SIGNATURE:</b>	/Fritz L. Schweitzer III/
<b>DATE SIGNED:</b>	08/10/2015
<b>Total Attachments: 5</b> source=06121-A0003A Security Agreement#page1.tif source=06121-A0003A Security Agreement#page2.tif source=06121-A0003A Security Agreement#page3.tif source=06121-A0003A Security Agreement#page4.tif source=06121-A0003A Security Agreement#page5.tif	

## SECURITY AGREEMENT

This Security Agreement is made as of this 31st day of July, 2015 by and between CHALKTALK SPORTS, INC. ("Purchaser"), a Connecticut corporation, having a principal place of business 151 Woodward Ave., Norwalk, CT 06854, PATRICIA CALANCA ("Patricia"), and Calanca & Associates, LLC ("CA"), a Connecticut limited liability company with an address of 40 Conrad Road, New Canaan, CT, 06840, CA and Patricia are referred to herein collectively as "Sellers" and together with Purchaser, as "Parties".

**WHEREAS**, by that Asset Purchase Agreement, dated as of the date hereof by and among Sellers and Purchaser (the "Agreement"), Sellers agreed to sell and assign, and Purchaser agreed to purchase and accept, certain assets of Sellers as more particularly defined and described in the Agreement as "Purchased Assets."

**WHEREAS**, by that Agreement, Purchaser has the obligation to pay the Purchase Price and Royalty (as such terms are defined in the Agreement) to Sellers (the "Obligations"), and Purchaser has granted to Sellers a Security Interest in the Intellectual Property.

**WHEREAS**, the Parties wish to execute this Security Agreement, including for the purpose of recording this Security Agreement with the United States Patent and Trademark Office.

**WHEREAS**, the Parties intend this Security Agreement and remedies available hereunder to be in addition to the Security Interest granted to Seller by Purchaser in that Agreement.

**NOW, THEREFORE**, in consideration of mutual covenants and agreements herein contained, Purchaser and Seller agree as follows:

1. Effective Date. The Effective Date of this Agreement is July 31, 2015.

2. Security Interest. For good and valuable consideration and to secure the prompt and complete payment of the Obligations to Sellers, in addition to all other security interests granted in the Agreement, or in any other instrument or agreement securing, evidencing or relating to the Obligations, Purchaser hereby pledges and grants to Sellers a security interest in all of Purchaser's right, title and interest in and to the property listed in Exhibit "A" (hereinafter the "Secured Assets") including:

- (a) Patents and patent applications listed on Exhibit "A";
- (b) Trademarks, trademark registrations and applications, service marks, service mark registrations and applications listed on Exhibit "A" (the "Marks"), and the goodwill of the Purchaser's business connected with and symbolized by the Marks; and

- (c) For all of the foregoing: (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world.

4. Term. The term of the security interest granted herein shall extend until the payment in full of the Obligations to Sellers.

5. Default and Remedies. If any Default (as defined in the Agreement) shall occur and be continuing, Sellers may exercise, in addition to all other rights and remedies granted in this Security Agreement, the Agreement, or in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Uniform Commercial Code. Purchaser shall remain liable for any deficiency if the proceeds of any sale or disposition of the Secured Assets are insufficient to pay all amounts to which Sellers are entitled. Purchaser shall also be liable for the reasonable fees of any attorneys employed by Sellers to collect any such deficiency and also as to any reasonable attorney's fees incurred by Sellers with respect to the collection of any of the Obligations and the enforcement of any of Sellers' respective rights hereunder.

6. Termination. At such time as Purchaser shall completely pay in full all of the Obligations, this Security Agreement shall terminate and, at the request of Purchaser, Sellers shall execute and deliver to Purchaser all such releases or other instruments as may be necessary or proper to re-vest in Purchaser full title to the Secured Assets, and should Sellers not respond to Purchaser's request within ten (10) days of receipt thereof, Purchaser shall be deemed to be entitled to file such release or other instruments on behalf of Sellers. At Purchaser's sole expense, Purchaser shall prepare and provide to Sellers all such releases or instruments.

7. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

8. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the Parties.

9. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

10. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the Parties shall be governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

**PURCHASER:**

CHALKTALK SPORTS, INC.

By: \_\_\_\_\_

Name: Julie Lynn

Title: President

**PATRICIA:**

\_\_\_\_\_  
Patricia Calanca, an individual

**CALANCA & ASSOCIATES, LLC**

By: \_\_\_\_\_

Name:

Title:

10. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the Parties shall be governed by the laws of the State of Connecticut.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

**PURCHASER:**

CHALKTALK SPORTS, INC.

By: \_\_\_\_\_

Name: Julie Lynn


Title: President

**PATRICIA:**

 \_\_\_\_\_

Patricia Calanca, an individual

**CALANCA & ASSOCIATES, LLC**

By:  \_\_\_\_\_

Name: Patricia Calanca

Title: Member

**TRADEMARK**

**REEL: 005596 FRAME: 0741**

## **EXHIBIT A**

### **Patents**

1. U.S. Patent Application No. 13/114,870, entitled "Garment Display Device," which was abandoned on May 21, 2012.
2. Patent Number 8,146,784, entitled "Garment Display Device," which is registered with the United States Patent and Trademark Office.

### **Trademarks**

1. SHIRTWIZ, which is registered with the United States Patent and Trademark Office as Registration Number 4,207,663.



2. The unregistered trademark SHIRTWIZ & Design

4843-1871-2358, v. 1