

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apollo Marketing, LLC		08/19/2015	LIMITED LIABILITY COMPANY: GEORGIA
Big Time Products, LLC		08/19/2015	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	FMP Agency Services, LLC, as Administrative Agent		
Street Address:	21 Custom House Street, 21st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86976300	MIRACLE GRIP	
Serial Number:	86566298	TG	
Serial Number:	86663793	FIRM GRIP	
Serial Number:	86623427	PREMIUM DEFENSE	
Serial Number:	86717283	DIGZ	
Serial Number:	86717301	GROUNDSKEEPER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindal LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Michael Barys/		

OP \$165.00 86976300

DATE SIGNED:	08/20/2015
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Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Apollo Marketing, LLC
- 2. Big Time Products, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. LLC-GA; 2. LLC-GA
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 19, 2015

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FMP Agency Services, LLC, as Administrative Agent

Street Address: 21 Custom House Street, 21st Floor

City: Boston

State: MA

Country: USA Zip: 02110

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____ Text _____

See Schedule I

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera

Signature

August 19, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

THIS FIRST AMENDMENT AND SUPPLEMENT TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS IS SUBJECT TO THE TERMS OF AN INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 24, 2015, BETWEEN JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, AND FMP AGENCY SERVICES, LLC, AS SUBORDINATED PURCHASER AGENT, WHICH AGREEMENT (AS AMENDED, RESTATED, RENEWED, SUPPLEMENTED OR OTHERWISE MODIFIED, IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

**FIRST AMENDMENT AND SUPPLEMENT TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS FIRST AMENDMENT AND SUPPLEMENT TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of August 19, 2015, is made by and among **BIG TIME PRODUCTS, LLC**, a Georgia limited liability company ("BTP"), **APOLLO MARKETING, LLC**, a Georgia limited liability company ("Apollo"), and **BIG TIME DÉCOR, LLC**, a Georgia limited liability company ("Décor"; BTP, Apollo and Décor, each a "Grantor" and collectively, the "Grantors") and **FMP AGENCY SERVICES, LLC**, in its capacity as agent (together with its successors and assigns in such capacity, "Agent") for the Purchasers and the other Noteholders (each as defined in the Securities Purchase Agreement described below), with an office at 21 Custom House Street, 21st Floor, Boston, MA 02110.

WHEREAS, pursuant to that certain Notice of Grant of Security Interest in Trademark Rights, dated as of February 24, 2015 and recorded at Reel 5465 and Frame 0907 with the United States Patent and Trademark Office on February 25, 2015 (as amended, supplemented, restated and otherwise modified from time to time, the "Original Grant of Security"), each Grantor granted a security interest to Agent in certain trademarks and other rights and assets of the Grantors;

WHEREAS, the parties desire to enter into this Agreement to evidence certain amendments and supplements to the Original Grant of Security and provide for other matters, more fully described herein;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings given such terms or provided by reference in the Original Grant of Security and the Security Agreement referred to therein.
2. Supplement to Notice of Grant of Security Interest. The Original Grant of Security is hereby amended and supplemented by adding the trademarks and trademark applications contained on Schedule I to this Agreement to Schedule A to the Original Grant of Security.
3. Additional Notice of Grant of Security Interest. To secure the prompt payment and performance of the Obligations, and without limiting the continuation of any prior liens or security interests granted by Grantor to Agent, each Grantor hereby pledges, assigns, grants and re-grants to Agent a continuing security interest in and Lien upon all of its right, title and interest to Trademarks, including, without limitation, the trademarks and trademark applications listed on Schedule A attached to the Original Grant of Security, as amended and supplemented hereby.
4. Acknowledgment. Each assignment, grant of security interest and other rights provided to Agent by, together with all obligations, covenants and liabilities of, each Grantor in the Original Grant of Security are hereby reaffirmed. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement

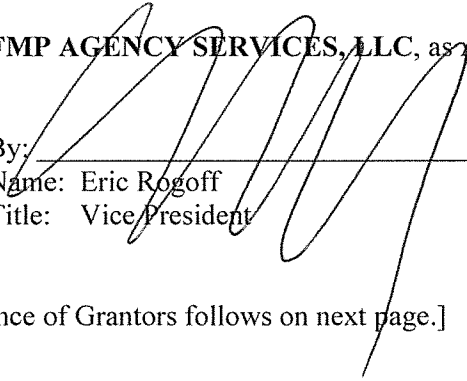
(and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank;
Signatures appear on the following pages.]

IN WITNESS WHEREOF, Agent has caused this Agreement to be duly executed and delivered as of the day and year first above written.

FMP AGENCY SERVICES, LLC, as Agent

By: 
Name: Eric Rogoff
Title: Vice President

[Acknowledgment and Acceptance of Grantors follows on next page.]

Acknowledged and agreed as of the
day and date first set forth above:

APOLLO MARKETING, LLC

By: 
Name: Kraig Ingalsbe
Title: Chief Financial Officer

[SEAL]

BIG TIME DÉCOR, LLC

By: 
Name: Kraig Ingalsbe
Title: Chief Financial Officer

[SEAL]


BIG TIME PRODUCTS, LLC

By: 
Name: Kraig Ingalsbe
Title: Chief Financial Officer

[SEAL]

SCHEDULE I
TO FIRST AMENDMENT AND SUPPLEMENT TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

US Trademarks:

<u>Trademark</u>	<u>Serial No.</u>	<u>Filed Date</u>	<u>Owner</u>
Miracle Grip	86/976,300	July 26, 2013	Apollo Marketing, LLC
	86/566,298	March 17, 2015	Big Time Products, LLC
Firm Grip	86/663,793	June 16, 2015	Big Time Products, LLC
Premium Defense	86/623,427	May 8, 2015	Big Time Products, LLC
DIGZ	86/717,283	August 6, 2015	Big Time Products, LLC
GROUDSKEEPER	86/717,301	August 6, 2015	Big Time Products, LLC