# OP \$140.00 321336

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

sion v1.1 ETAS ID: TM359497

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MK Acquisition, LLC		09/01/2015	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Marquette Business Credit, LLC	
Street Address:	5910 N. Central Expressway	
Internal Address:	Suite 1900	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75206	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark	
Registration Number:	3213367	BUILT FOR THE MOUNTAIN LIFE	
Registration Number:	3158405	MK	
Registration Number:	3113919	MOUNTAIN KHAKIS	
Registration Number:	3158398	MOUNTAIN KHAKIS JACKSON HOLE · WYOMING	
Registration Number:	3158402	MOUNTAIN KHAKIS JACKSON HOLE · WYOMING B	

## **CORRESPONDENCE DATA**

**Fax Number:** 4044435697

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:** 404-443-5707

Email: lallen@mcguirewoods.com

Correspondent Name: Jordan Myers, Esq.
Address Line 1: McGuireWoods LLP

Address Line 2: 1230 Peachtree St., N.E., Suite 2100

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2050284-0067 MK
NAME OF SUBMITTER:	Latosha E. Allen
SIGNATURE:	/Latosha E. Allen/

TRADEMARK REEL: 005650 FRAME: 0623

900341687

DATE SIGNED:	10/21/2015				
Total Attachments: 5					
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## **GRANT OF SECURITY INTEREST IN TRADEMARKS**

WHEREAS, MK ACQUISITION, LLC, a Delaware limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith set forth on <u>Schedule A</u> attached hereto; and

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of September 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), between the Grantor and Marquette Business Credit, LLC (the "Grantee"), Grantee has agreed to make loans and otherwise extend credit for the benefit of Grantor.

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Grantee this Grant of Security Interest in Trademarks in order to create in favor of Grantee a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Loan Agreement, the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Loan Agreement) of the Grantor and shall be effective as of the date of the Loan Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[signature page to follow]

a	IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interes s of the date of the Loan Agreement.
	GRANTOR:
	MK ACQUISITION, LLC

By:
Name: Zach Michelson
Title: Secretary

**GRANTEE:** 

MARQUETTE BUSINESS CREDIT, LLC

By:		
Name:		 ***********
Title:		 

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

### **GRANTOR:**

MK ACQUISITION, LLC

Ву:	
Name:	
Title:	

**GRANTEE:** 

MARQUETTE BUSINESS CREDIT, LLC

Name: Todd Pacifico Title: Senior Vice President

# <u>Schedule A – Trademarks</u>

Country	Trademark	Registration #	Issue Date
Canada	LIFE UNTUCKED	Pending	Pending
Canada MK (Design)		TMA741,472	June 5, 2009
Canada	MOUNTAIN KHAKIS	TMA741,467	June 5, 2009
	JACKSON HOLE -	,	,
	WYOMING BUILT		
	FOR THE		
	MOUNTAIN LIFE		
	(Design)		
China (People's	MOUNTAIN KHAKIS	Unfiled	Unfiled
Republic)	JACKSON HOLE		
	WYOMING & Design		
China (People's	MOUNTAIN KHAKIS	Unfiled	Unfiled
Republic)	JACKSON HOLE		
	WYOMING & Design		
European Community	LIFE UNTUCKED	011719598	August 20, 2013
European Community	MK (Design)	005120548	April 23, 2007
European Community	MOUNTAIN KHAKIS	005120555	April 23, 2007
	JACKSON HOLE -		_
	WYOMING BUILT		
	FOR THE		
	MOUNTAIN LIFE		
	(Design)		
Hong Kong	MOUNTAIN KHAKIS	Pending	Pending
	JACKSON HOLE		
	WYOMING & Design		
Japan	LIFE UNTUCKED	5593069	June 21, 2013
Japan	MK (Design)	5092019	November 16, 2007
Japan	MOUNTAIN KHAKIS	4968256	July 7, 2006
Japan	MOUNTAIN KHAKIS	5001420	November 2, 2006
	JACKSON HOLE -		
	WYOMING (Design)		
Japan	MOUNTAIN KHAKIS	5001421	November 16, 2007
	JACKSON HOLE -		
	WYOMING BUILT		
	FOR THE		
	MOUNTAIN LIFE		
	(Design)		
Korea, Republic of	MK (Design)	Pending	Pending
Korea, Republic of	MOUNTAIN KHAKIS	Pending	Pending
	JACKSON HOLE		
	WYOMING & Design		
United States of	BUILT FOR THE	3,213,367	February 27, 2007
America	MOUNTAIN LIFE		

United States of	MK (Design)	3,158,405	October 17, 2006
America			
United States of	MOUNTAIN KHAKIS	3,113,919	July 11, 2006
America			
United States of	MOUNTAIN KHAKIS	3,158,398	October 17, 2006
America	JACKSON HOLE -		
	WYOMING (Design)		
United States of	MOUNTAIN KHAKIS	3,158,402	October 17, 2006
America	JACKSON HOLE -		
	WYOMING BUILT		
	FOR THE		
	MOUNTAIN LIFE		
	(Design)		

**RECORDED: 10/21/2015**