

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367913

| | | | |
|---|---------------------------------------|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Q4 Designs, LLC | | 12/24/2015 | LIMITED LIABILITY COMPANY: |
| RECEIVING PARTY DATA | | | |
| Name: | Yellowstone Brands, LLC | | |
| Street Address: | 180 South Street | | |
| Internal Address: | Unit 101 | | |
| City: | New Providence | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07974 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NEW JERSEY | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2816472 | CB SPORTS | |
| Registration Number: | 3999223 | CB SPORTS | |
| Registration Number: | 3999222 | CB | |
| Serial Number: | 85575853 | CB | |
| Serial Number: | 85575802 | CB SPORTS | |
| Serial Number: | 86818516 | CB SPORTS | |
| Serial Number: | 86818471 | CB SPORTS | |
| Serial Number: | 86818307 | CB | |
| Serial Number: | 86818408 | CB | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2014889481 | | |
| <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: | 201-488-3900 | | |
| Email: | rgreen@shapiro-croland.com | | |
| Correspondent Name: | Robert Green c/o Shapiro Croland | | |
| Address Line 1: | 411 Hackensack Avenue | | |
| Address Line 4: | Hackensack, NEW JERSEY 07601 | | |

OP \$240.00 2816472

| | |
|---|-------------------|
| NAME OF SUBMITTER: | Robert F. Green |
| SIGNATURE: | /Robert F. Green/ |
| DATE SIGNED: | 01/05/2016 |
| Total Attachments: 8 source=collateral assignment#page1.tif source=collateral assignment#page2.tif source=collateral assignment#page3.tif source=collateral assignment#page4.tif source=collateral assignment#page5.tif source=collateral assignment#page6.tif source=collateral assignment#page7.tif source=collateral assignment#page8.tif | |

COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Collateral Assignment and Security Agreement is made as the 24th day of December, 2015 by Q4 Designs, LLC, a New York limited liability company, with an address at 20 West 33rd Street, New York, New York 10001 ("Assignor") to and in favor of Yellowstone Brands, LLC, a New Jersey limited liability company with an address at 180 South Street, Unit 101, New Providence, New Jersey 07974 ("Secured Party").

WITNESSETH:

WHEREAS, the Assignor and the Secured Party are parties to that certain Asset Purchase Agreement, dated December 24, 2015, (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, the Assignor has purchased and acquired the trademarks listed on Schedule A attached hereto, which are registered in the United States or Canada and/or for which applications are pending (the "Trademarks"); and

WHEREAS in connection with the purchase of the Trademarks, the Assignor has executed and delivered to the Secured Party those certain promissory notes, one in the principal amount of \$500,000 and the other in the principal amount of \$480,000 (the "Notes"); and

WHEREAS, the Assignor has agreed to secure its obligations under the Notes by, among other things, executing and delivering this Collateral Assignment and Security Agreement to the Secured Party;

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Defined Terms: All capitalized terms used and not otherwise defined herein shall have the same meanings ascribed to such terms in the Asset Purchase Agreement.

2. Grant of Security Interest:

2.1 Trademarks and Licenses: Assignor hereby assigns, pledges, grants and conveys to the Secured Party, as security for the prompt payment of all of Assignor's obligations to the Secured Party under the Notes, and all covenants under this Agreement and the Asset Purchase Agreement (collectively, the "Obligations"), a security interest in: (a) all present and future right, title and interest of Assignor in and to the Trademarks, together with all the goodwill of the Assignor associated with and represented by the Trademarks, and the applications relating thereto, the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including without limitation, license royalties and proceeds of infringement suits; and (b) all license and license agreements with any other person or entity with respect to any of the Trademarks (all licenses agreements assigned to the Secured Party are hereinafter referred to as the "Licenses").

2.2 Restrictions on Future Agreements. Assignor agrees that until the Notes shall have been paid in full, Assignor shall not without the Secured Party's prior written consent, enter into any agreement, including, without limitation, any license agreement, that grants to any person or entity other than the Secured Party rights to or an interest in any of the Trademarks; provided, however, that prior to the occurrence of an Event of Default, Assignor may, without the consent of the Secured Party, grant licenses to use any of the Trademarks or enter into Licenses in the ordinary course of Assignor's business provided that the Assignor promptly provides copies of such new license agreements to Secured Party.

2.3 Royalties and Terms: Assignor agrees that upon the occurrence and continuance of an event of default under the Notes ("Event of Default"), the Secured Party (or any designee of the Secured Party) may, subject to applicable laws and to any then-existing License granted by Assignor of any such Trademarks, use any or all of the Trademarks or enter into Licenses worldwide without any liability to Assignor for royalties or other related charges. The term of the right to use granted in this Section 2.3 shall extend until the earlier of (i) the expiration of all rights under each of the respective Trademarks or Licenses securing the Obligations; (ii) the payment and performance in full of the Obligations; or (iii) any other release of the security interest granted hereunder, as otherwise required by the terms of this Agreement and/or the Notes.

2.4 Release. Upon the payment in full of the Notes, the Secured Party shall execute and deliver to Assignor, at Assignor's request, such releases, satisfactions, deeds, assignments and other instruments as may be necessary to relinquish any of the Secured Party's rights in such of the Trademarks or Licenses as shall not have been previously sold or disposed of, by the Secured Party, pursuant to the terms of this Agreement.

2.5 Duties of Assignor. Until the Obligations shall have been paid and performed in full, or until the security interest is released, as otherwise required hereunder, Assignor shall (i) prosecute diligently any trademark application pending as of the date hereof, and (ii) preserve and maintain all rights in the Trademarks, including the filing of any registrations and renewals thereof. Any expenses incurred in connection with such application shall be borne by Assignor. Assignor shall not abandon any Trademark or License or the right to file any Trademark application without the consent in writing of the Secured Party. Assignor shall give prompt written notice to the Secured Party in the event Assignor becomes aware of any infringement or threat of infringement of the Trademarks. No claim or controversy arising out of any such infringement or alleged infringement may be settle or compromised without the express authorization and approval of the Secured Party, which shall not be unreasonably withheld.

2.6 Secured Party's Right to Sue. If an Event of Default shall have occurred and be continuing, the Secured Party shall have the right, but shall in no way be obligated, to bring suit on behalf of Assignor to enforce Assignor's rights with respect to any of the Trademarks or Licenses in the event Assignor declines to bring such suit and, if the Secured Party shall commence any such suit, Assignor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement and Assignor shall promptly pay, or reimburse and indemnify the

Secured party upon demand, for all out-of-pocket costs and expenses (including, without limitation, reasonable attorney's fees) incurred by the Secured Party in the exercise of its rights under this Section 2.6.

3. Representations and Warranties: Assignor represents and warrants that (i) the Trademarks listed on Schedule A hereto are owned by Assignor; and (ii) based upon the representations and warranties made by Secured Party in the Asset Purchase Agreement, each of the Trademarks is valid and enforceable.

4. Filings and Consents: Assignor shall deliver to the Secured Party, upon the execution of this Agreement, in form and substance reasonably satisfactory to the Secured Party, such instruments and documents as shall be necessary, in the reasonable opinion of the Secured Party, to perfect the interest granted by Assignor to the Secured Party hereby, including, without limitation, filings with the United States Patent and Trademark Office and the filing of any UCC-1 financing statements.

5. Covenants: Assignor covenants and agrees that until all of the Obligations have been paid and satisfied in full, Assignor will at its sole cost and expense, forever warrant and defend the Trademarks and Licenses from any and all claims and demands of any other person or entity; (b) it will not grant, create or permit to exist any lien on, or security interest in any of the Trademarks or Licenses in favor of any other persons or entities and (c) it will not enter into any agreement that is inconsistent with Assignor's obligations under this Agreement.

6. Remedies Upon Default:

(a) Upon the occurrence of an Event of Default, the Secured Party, in its discretion, may, upon not less than five (5) business days' notice:

(i) collect, receive, appropriate and realize upon the Trademarks and Licenses, or any part thereof;

(ii) sell or otherwise dispose, including, without limitation, the granting of licenses, of any of the Trademarks and /or Licenses at public or private sale for cash or credit in accordance with applicable law.

(b) Upon the occurrence and during the continuance of an Event of Default, the Secured Party, in its discretion, may exercise any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code as adopted in New Jersey.

(c) Any notice required to be given by the Secured Party of a sale, lease, or other disposition of the Trademarks and/or Licenses or any other intended action by the Secured Party, delivered by facsimile transmission or overnight mail courier service, postage prepaid and duly addressed to Assignor at its address set forth at the beginning of this Agreement, not less than ten (10) business days prior to such proposed action, shall constitute commercially reasonable and fair notice thereof to Assignor.

(d) All cash proceeds received by the Secured Party in respect of any sale of, collection from or other realization upon all or any part of the Trademarks and/or Licenses may, in the discretion of the Secured Party, be held by the Secured Party as collateral for, and/or then or at any time thereafter be applied (after payment of any amounts payable to the Secured party as reimbursement for all costs and expenses, including, without limitation, reasonable attorney's fees incurred by it in connection with the sale of the Trademarks and/or Licenses), in whole or in part, by the Secured Party to the payment of all the Obligations. Any surplus of such cash or cash proceeds held by the Secured Party and remaining after payment in full of all amounts due on account of the Obligations shall be paid over to the Assignor, subject to the rights of any holder of a subordinate lien on the Trademarks and Licenses of which the Secured Party has actual notice.

(e) Except as otherwise provided under applicable law, Assignor waives all right to notice and a hearing prior to Secured Party's taking possession or control of, or to the Secured Party's replevy, attachment or levy upon, any of the Trademarks and/or Licenses or any bond or security that might be required by any court prior to allowing the Secured Party to exercise any of the Secured Party's rights to take possession and control of the Trademarks and/or Licenses.

(f) All of the Secured Party's rights and remedies with respect to the Trademarks and Licenses shall be cumulative and may be exercised singularly or concurrently.

7. Miscellaneous:

(a) This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of laws thereof. The parties hereto consent that any legal or equity proceeding brought in connection with or arising out of any matter relating to this Agreement, shall be instituted only in a Federal or State Court of New Jersey, and each of the parties hereto hereby irrevocably consents to and submits to the jurisdiction of the courts of the State of New Jersey and waives any objection it may have to either the jurisdiction or venue of such courts.

(b) This Agreement cannot be altered, amended, changed, terminated or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the party against whom the same is sought to be enforced.

(c) No act, delay, omission or otherwise of Assignee shall be deemed to be a waiver of Assignee's rights or remedies hereunder and no waiver shall be valid unless in writing, signed by Assignee, and then only to the extent therein set forth.

(d) This Agreement and the rights, duties and obligations arising hereunder shall be binding upon and shall inure to the benefit hereof of the respective parties, their successors and assigns.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

(f) Anytime Secured Party's consent is required hereunder, unless specifically specified otherwise, such consent shall not be unreasonably withheld.

(g) The provisions of this 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

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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 provisions of this Agreement in any jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST:

ASSIGNOR:
Q4 DESIGNS, LLC

By: _____
Name:
Title:

SECURED PARTY:
YELLOWSTONE BRANDS, LLC

Mary Albrink

By: Harvey Ross
Name: Harvey Ross
Title: Manager

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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 provisions of this Agreement in any jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST:

[Signature]

ASSIGNOR:
Q4 DESIGNS, LLC

By: *[Signature]*

Name: *Henry Tawil*

Title: *President*

12.23.15 *[Signature]*

ASTA MILLER

NOTARY PUBLIC-STATE OF NEW YORK

No. 01M18191227

SECURED PARTY: *Qualified in Kings County*

YELLOWSTONE BRANDS, LLC *Expires August 11, 2016*

By: _____

Name:

Title:

UNITED STATES:

| <u>REG./APP. NO.</u> | <u>MARK</u> | <u>CLASS</u> | <u>REG./APP. DATE</u> |
|----------------------|-------------|---------------|-----------------------|
| 2,816,472 | CB SPORTS | 25 | 2/24/2004 |
| 3,999,223 | CB SPORTS | 25 | 7/19/2011 |
| 3,999,222 | CB | 25 | 7/19/2011 |
| 85-575,853 | CB | 9, 14, 18, 25 | 3/21/2012 |
| 85-575,802 | CB SPORTS | 9, 14, 18, 25 | 3/21/2012 |
| 86-818,516 | CB SPORTS | 9 | 11/12/2015 |
| 86-818,471 | CB SPORTS | 18 | 11/12/2015 |
| 86-818,307 | CB | 9 | 11/12/2015 |
| 86-818,408 | CB | 18 | 11/12/2015 |

CANADA:

| <u>MARK</u> | <u>REG./APP.NO.</u> |
|-------------------------|---------------------|
| CB SPORTS DESIGN | TMA375312 |
| CB SPORTS | TMA887452 |
| CB | TMA806380 |
| CB SPORTS AND DESIGN II | 1757831 |
| CB SPORTS | 1757830 |
| CB | 1757828 |