

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Braven LC		12/31/2015	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Goode Incipio Holdco, LLC		
Street Address:	767 Third Avenue, 22nd Floor		
Internal Address:	c/o Goode Partners LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4336017	BRAVEN	
Serial Number:	86501409	BRAVEN	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	617-449-6929		
Email:	wballard@jonesday.com		
Correspondent Name:	Wendy Ballard		
Address Line 1:	222 East 41st street		
Address Line 2:	Jones Day		
Address Line 4:	New York, NEW YORK 10017-6702		
ATTORNEY DOCKET NUMBER:	CAM: 287122-655018		
NAME OF SUBMITTER:	Wendy Ballard		
SIGNATURE:	/WENDY BALLARD/		
DATE SIGNED:	01/14/2016		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 31, 2015, is made by BRAVEN LC, a Utah limited liability company (together with its successors and assigns, the "Grantor") and GOODE INCIPIO HOLDCO, LLC, as agent (in such capacity, the "Agent"), for the benefit of the Holders (as defined in the Promissory Note referred to below):

RECITALS:

WHEREAS, pursuant to that certain Guaranty and Collateral Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement") made by Grantor and the other grantors party thereto in favor of Goode Incipio Holdco, LLC as agent, Grantor has granted to Agent for the ratable benefit of the Holders a continuing security interest in all of its Collateral (including all right, title and interest of Grantor in, to and under the trademark Collateral described below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Guaranty and Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement.

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Holders and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all right, title and interest of Grantor in and to certain Collateral, whether now existing or hereafter acquired, which includes the following:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by Grantor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those trademark registrations and applications listed on Exhibit A to this Agreement);

(ii) all renewals of any of the foregoing;

(iii) all rights to sue for past, present or future infringements of any of the foregoing;

(iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing; and

(v) all Proceeds of any and all of the foregoing.

3. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Agent primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent (or, if and as applicable, the Holders) under and pursuant to the Guaranty and Collateral Agreement (or the Promissory Note identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Guaranty and Collateral Agreement (and the Promissory Note identified therein), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Guaranty and Collateral Agreement, the terms and provisions of the Guaranty and Collateral Agreement shall govern.

4. Governing Law. THIS AGREEMENT AND ALL ISSUES, DISPUTES AND CLAIMS ARISING OUT OF OR IN ANY WAY IN CONNECTION WITH THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

6. Subordination. Notwithstanding anything herein to the contrary, this Agreement and the rights and obligations evidenced hereby are subject to and are subordinate in the manner and to the extent set forth in the Intercreditor Agreement (as defined in the Guaranty and Collateral Agreement) to the indebtedness (including interest) owed by the Borrower and the other Grantors pursuant to the Senior Credit Agreement (as defined in the Promissory Note, as identified in the Guaranty and Collateral Agreement). As among the Senior Secured Parties (as defined in the Intercreditor Agreement) and the Subordinated Creditor (as defined in the Intercreditor Agreement), in the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

BRAVEN LC,
a Utah limited liability company

By: 

Name: Andy Fathollahi

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement – BRAVEN]


TRADEMARK
REEL: 005710 FRAME: 0211

AGREED AND ACCEPTED:

this 31st day of December, 2015

GOODE INCIPIO HOLDCO, LLC,

as Agent

By: 
Name: DAVID ODDI
Title: MANAGER

[Signature Page to Trademark Security Agreement -- BRAVEN]

TRADEMARK
REEL: 005710 FRAME: 0212

EXHIBIT A

U.S. Trademarks:

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Braven LC	BRAVEN	85551237	4336017	2/13/2012	5/14/2013
Braven LC	BRAVEN	86501409	N/A	1/12/2015	N/A

Non-U.S. Trademarks:

Grantor	Trademark	Country	Application No.	Application Filing Date	Registration No.	Registration Date
Braven LC	BRAVEN	Canada	1054765	8/23/2012	TMA880,245	6/17/2014
Braven LC	BRAVEN	Thailand	862391	9/14/2012	N/A	N/A
Braven LC	BRAVEN	Australia	1510460	8/24/2012	1510460	8/24/2012
Braven LC	BRAVEN	China	11418345	8/29/2012	11418345	1/28/2014
Braven LC	BRAVEN	Morocco	146833	9/28/2012	N/A	N/A
Braven LC	BRAVEN	Brazil	905302206	9/17/2012	N/A	N/A
Braven LC	BRAVEN	European Union	A 011139243	8/24/2012	A 011139243	2/1/2013
Braven LC	BRAVEN	Singapore	T1212506A	8/24/2012	T1212506A	8/24/2012
Braven LC	BRAVEN	Hong Kong	302358045	8/28/2012	302358045	8/28/2012
Braven LC	BRAVEN	New Zealand	964412	8/27/2012	964412	8/28/2012
Braven LC	BRAVEN	Malaysia	2012014698	8/30/2012	2012014698	8/30/2012
Braven LC	BRAVEN	Japan	2012-68671	8/24/2012	5566522	3/15/2013
Braven LC	BRAVEN	South Korea	40-2012-0054262	8/29/2012	998644	10/2/2013
Braven LC	BRAVEN	Taiwan	101048084	8/24/2012	1586104	7/1/2013
Braven LC	BRAVEN	Mexico	1303459	8/27/2012	1395545	8/27/2012
Braven LC	BRAVEN	Philippines	4 – 2012 – 010350	8/24/2012	4/2012/00010350	2/8/2013

Grantor	Trademark	Country	Application No.	Application Filing Date	Registration No.	Registration Date
Braven LC	BRAVEN	UK	UK00002617328	4/12/2012	UK00002617328	8/17/2012
Braven LC	BRAVEN	Antigua and Barbuda	A0047652	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Albania	A0047652	1/15/2015	N/A	N/A
Braven LC	BRAVEN	WIPO	1243593	1/15/2015	1243593	1/15/2015
Braven LC	BRAVEN	Argentina	3.458.200	11/18/2015		
Braven LC	BRAVEN	Armenia	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Azerbaijan	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Bosnia and Herzegovina	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Bahrain	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	BES Islands (Bonaire, Saint Eustatius, and Saba)	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Bhutan	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Botswana	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Belarus	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Switzerland	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Chile	1178421	11/13/2015		
Braven LC	BRAVEN	Colombia	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Cuba	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Curacao	1243593	1/15/2015	1243593	5/8/2015
Braven LC	BRAVEN	Cyprus	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Czech Republic	1243593	1/15/2015	1243593	1/15/2015
Braven LC	BRAVEN	Egypt	1243593	1/15/2015	N/A	N/A

Grantor	Trademark	Country	Application No.	Application Filing Date	Registration No.	Registration Date
Braven LC	BRAVEN	Ghana	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Croatia	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Israel	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	India	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Indonesia	D00.2015.059318	12/21/2015		
Braven LC	BRAVEN	Iran	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Iceland	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Kenya	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Kyrgyzstan	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Republic of Korea	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Kazakhstan	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Liechtenstein	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Liberia	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Lesotho	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Monaco	1243593	1/15/2015	1243593	1/15/2015
Braven LC	BRAVEN	Moldova	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Montenegro	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Madagascar	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Macedonia	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Mongolia	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Mozambique	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Namibia	1243593	1/15/2015	N/A	N/A

Grantor	Trademark	Country	Application No.	Application Filing Date	Registration No.	Registration Date
Braven LC	BRAVEN	Norway	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Oman	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Serbia	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Russia	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Rwanda	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Sudan	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Sierra Leone	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	San Marino	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Sao Tome and Principe	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Sint Maarten	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Syria	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Swaziland	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Tajikistan	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Turkmenistan	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Tunisia	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Turkey	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Ukraine	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Uzbekistan	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Vietnam	1243593	1/15/2015	N/A	N/A
Braven LC	BRAVEN	Zambia	1243593	1/15/2015	N/A	N/A