

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM394584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Artfx, LLC		08/10/2016	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	75624716	ART FX	
Serial Number:	75626076	ART FX	
Serial Number:	75630324	ART FX	
Serial Number:	75630321	ART FX	
Registration Number:	2522421	FXGEAR	
Registration Number:	2552389	FXGEAR	
Serial Number:	75624762		
Serial Number:	75630320		
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Aveunue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-0661		

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NAME OF SUBMITTER:	Scott Kareff (014951-1661)
SIGNATURE:	/kc for sk/
DATE SIGNED:	08/10/2016
Total Attachments: 3 source=Trademark Grant of Security Interest for Artfx, LLC - Cerberus Business Finance, LLC#page1.tif source=Trademark Grant of Security Interest for Artfx, LLC - Cerberus Business Finance, LLC#page2.tif source=Trademark Grant of Security Interest for Artfx, LLC - Cerberus Business Finance, LLC#page3.tif	

GRANT OF SECURITY INTEREST - - TRADEMARKS

WHEREAS, ARTFX, LLC, a Virginia limited liability company (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied-for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated August 10, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 10, 2016.

ARTEFX, LLC






By: 

Name: Michael Parven

Title: Vice President and Chief Financial Officer

SCHEDULE A TO GRANT OF SECURITY INTEREST - - TRADEMARKS

Trademark Registrations owned by ARTFX, LLC

Trademark	Status	Appln # (App. Date)	Reg. # (Reg. Date)
ART FX	Registered	75/624,716 (01/22/1999)	2,480,448 (08/21/2001)
	Registered	75/626,076 (01/22/1999)	2,500,726 (10/23/2001)
ART FX	Registered	75/630,324 (01/29/1999)	2,323,932 (02/29/2000)
	Registered	75/630,321 (01/29/1999)	2,321,292 (02/22/2000)
FXGEAR	Registered	76/266,134 (03/19/2001)	2,522,421 (12/25/2001)
	Registered	76/226,131 (03/19/2001)	2,552,389 (03/26/2002)
	Registered	75/624,762 (01/22/1999)	2,451,635 (05/15/2001)
	Registered	75/630,320 (01/29/1999)	2,321,291 (02/22/2000)