

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM398108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEEDSWORLD, INC.		08/16/2016	Corporation: DELAWARE
BULLET LINE, LLC		08/16/2016	Corporation: PENNSYLVANIA
TIMEPLANNER CALENDARS, INC.		08/16/2016	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	NEWSTAR FINANCIAL, INC. as Administrative and Collateral Agent		
Street Address:	500 Boylston Street, Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85855982	HUNT VALLEY	
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:	ssexton@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	18876.015089		
NAME OF SUBMITTER:	Sally Sexton		
SIGNATURE:	/sallysexton/		
DATE SIGNED:	09/12/2016		
Total Attachments: 7			
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of LEEDSWORLD, INC., BULLET LINE, LLC and TIMEPLANNER CALENDARS, INC. (collectively, the “Grantors”), hereby grants to NEWSTAR FINANCIAL, INC., in its capacity as administrative and collateral agent (in such capacity, the “Grantee”), a continuing security interest in (a) all of the Grantors’ right, title and interest in, to and under to the United States trademarks, tradenames, trade dress and service marks and all trademark registrations and trademark applications and recordings (the “Marks”) set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to the Grantors’ use of any trademarks, tradenames, trade dress and service marks, (c) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (d) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (e) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (f) the right to sue for past, present and future infringements thereof, (g) all rights corresponding thereto, (h) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by any Grantor against third parties for past or future infringement of the Marks and (i) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

Each of the Grantors authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

THIS GRANT (the “Grant”) is made to secure the satisfactory performance and payment of all the Obligations of the Grantors, as such term is defined in the Security Agreement by, among others, the Grantors and the Grantee, dated as of August 16, 2016 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). Each of the Grantors does hereby acknowledge and confirm that the grant of the security interest herein, and the rights and remedies of the Grantee with respect to the security interest granted herein, are more fully set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Grant may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.


LEEDSWORLD, INC.,
as Grantor

By: 
Name: David Nicholson
Title: President

BULLET LINE, LLC,
as Grantor

By: 
Name: David Nicholson
Title: Chief Executive Officer

TIMEPLANNER CALENDARS, INC.,
as Grantor

By: 
Name: David Nicholson
Title: Chief Executive Officer

NEWSTAR FINANCIAL, INC.,
as Administrative Agent and Collateral Agent

By: Brian Forde
Name: _____
Authorized Signatory

Brian Forde
NewStar Financial Inc.
Managing Director



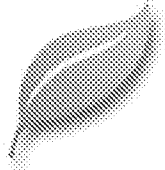




[Signature Page to Grant of Security Interest in United States Trademarks]

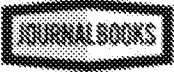


TRADEMARK
REEL: 005875 FRAME: 0332

Schedule A

TRADE NAMES, TRADEMARKS, SERVICES MARKS, TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS

	Trademark/Image	Application Number	Registration Number	Jurisdiction	Status	Owner
1.	 (Leedswoorld Swirl)	78/324,205	3,071,809	USA	Registered	Leedswo rld, Inc.
2.		77/838,913	4067785	USA	Registered	Bullet Line, LLC
3.	BULLET LINE	74/499,720	1,894,445	USA	Registered	Bullet Line, LLC
4.		75/797,660	2,646,275	USA	Registered	Bullet Line, LLC
5.		74/180,484	1,698,200	USA	Registered	Bullet Line, LLC
6.	CHECKMATE	77/682,437	3,791,166	USA	Registered	Leedswo rld, Inc.
7.	CLICK & CREATE	77/122,092	3,408,121	USA	Registered	Leedswo rld, Inc.
8.	DISRUPT	85/838,442	4,523,049	USA	Registered	Leedswo rld, Inc.
9.		85/766,135	4,449,239	USA	Registered	Leedswo rld, Inc.
10.		77/632,235	3,941,174	USA	Registered	Bullet Line, LLC
11.	ECOSMART	77/721,430	3686081	USA	Registered	Leedswo rld, Inc.
12.	ECOSMART RESPONSIBLE GIFTS FOR ENVIRONMEN- TALLY RESPONSIBLE PROMOTIONS	77/721,440	3686082	USA	Registered	Leedswo rld, Inc.
13.	ELLEVEN	85/763,044		USA	Pending	Leedswo rld, Inc.
14.		86/712,613		USA	Pending ITU	Leedswo rld, Inc.

	Trademark/Image	Application Number	Registration Number	Jurisdiction	Status	Owner
15.		85/766,111		USA	Pending	Leedswo rld, Inc.
16.		86/712,613 (Duplicate)		USA	Pending ITU	Leedswo rld, Inc.
17.	FIELD & CO	86/263,204	4,742,109	USA	Registered	Leedswo rld, Inc.
18.	 FIELD & CO (logo)	86/263,267	4,737,810	USA	Registered	Leedswo rld, Inc.
19.		77/708,155	3686071	USA	Registered	Leedswo rld, Inc.
20.	HAPPY NEST	86/977,785	4,902,925	USA	Registered	Leedswo rld, Inc.
21.	 HAPPY NEST (logo)	86/977,905	4,883,272	USA	Registered	Leedswo rld, Inc.
22.	HUMPHREYLINE	86/520,545		USA	Pending	Bullet Line, LLC
23.		86/520,542		USA	Pending	Bullet Line, LLC
24.	HUNT VALLEY	85/982,329	4,614,747	USA	Registered	Leedswo rld, Inc.
25.		85/855,946		USA	Pending ITU	Leedswo rld, Inc.
26.		85/982,319	4,614,746	USA	Registered	Leedswo rld, Inc.
		85/855,982		USA	Pending ITU	Leedswo rld, Inc.
27.	iFidelity	78/907,195	3,324,350	USA	Registered	Leedswo rld, Inc.
28.		86/093,722		USA	Pending ITU	Leedswo rld, Inc.
29.		86/978,188	4,915,381	USA	Registered	Leedswo rld, Inc.
30.		85/876,355	4,418,591	USA	Registered	Timeplan ner

	Trademark/Image	Application Number	Registration Number	Jurisdiction	Status	Owner
						Calendar s Inc.
31.	JOBOS	86/720,821		USA	Pending ITU	Timeplan ner Calendar s Inc.
32.	JOURNALBOOKS	75/697,419	2,483,929	USA	Registered	Timeplan ner Calendar s Inc.
33.		85/644,964	4,366,973	USA	Registered	Timeplan ner Calendar s Inc.
34.	LEED'S (word mark)	75/203,039	2,386,710	USA	Registered	Leedswo rld, Inc.
35.		78/927,421	3,294,056	USA	Registered	Leedswo rld, Inc.
36.	MAKE IT YOURS	77/012,879	3,366,380	USA	Registered	Leedswo rld, Inc.
37.	METROPOLITAN	77/703,308	3,917,586	USA	Registered	Leedswo rld, Inc.
38.	MOBILE ODYSSEY	86/337,132		USA	Pending ITU	Leedswo rld, Inc.
39.		86/978,710	4,975,018	USA	Registered	Leedswo rld, Inc.
40.		86/345,719	-	USA	Pending ITU	Leedswo rld, Inc.
41.		86/978,711	4,975,019	USA	Registered	Leedswo rld, Inc.
42.	MOD	86/337,136	-	USA	Pending ITU	Leedswo rld, Inc.
43.		86/345,750	-	USA	Pending ITU	Leedswo rld, Inc.
44.	NEOTEC	78/657,122	3,382,890	USA	Registered	Leedswo rld, Inc.
45.	PENPORT	78/312,234	2,884,458	USA	Registered	Timeplan ner Calendar s Inc.
46.	PRICE BUST	85/614,721	4489044	USA	Registered	Bullet Line, LLC
47.	REFILLABOOK	85/879,909	4,486,566	USA	Registered	Timeplan ner Calendar

	Trademark/Image	Application Number	Registration Number	Jurisdiction	Status	Owner
						s Inc.
48.	RIGHT ON TARGET	86/399,718	4,943,968	USA	Registered	Bullet Line, LLC
49.	SURESHIP	75/202,459	2,161,486	USA	Registered	Leedswo rld, Inc.
50.	TIMEPLANNER	73/218,272	1,186,653	USA	Registered	Timeplan ner Calendar s Inc.
51.	WORLDSOURCE	78/391,220	2,957,228	USA	Registered	Leedswo rld, Inc.
52.	ZOOM	85/763,018	4,654,908	USA	Registered	Leedswo rld, Inc.
53.	ELLEVEN	86/712,589		USA	Pending ITU	Leedswo rld, Inc.
54.	BRIGHTTRAVELS TRAVEL, LIGHTER & SMARTER!	86/954,820		USA	Pending ITU	Leedswo rld, Inc.
55.	BRIGHTTRAVELS	86/954,827		USA	Pending ITU	Leedswo rld, Inc.
56.	HUNT VALLEY	87/115,918		USA	Pending	Leedswo rld, Inc.