

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408129

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900386691

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sun Bum LLC		11/30/2016	Limited Liability Company: MICHIGAN
Sun Bum International LLC		11/30/2016	Limited Liability Company: MICHIGAN
SB3 LLC		11/30/2016	Limited Liability Company: MICHIGAN

**RECEIVING PARTY DATA**

<b>Name:</b>	Comerica Bank
<b>Street Address:</b>	39200 Six Mile Road
<b>Internal Address:</b>	MC 7578
<b>City:</b>	Livonia
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48152
<b>Entity Type:</b>	a Texas banking association: TEXAS

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
<b>Serial Number:</b>	77513130	SUN BUM
<b>Serial Number:</b>	77885955	SUN BUM
<b>Serial Number:</b>	85096949	SUN BUM
<b>Serial Number:</b>	85221985	SUN BUM
<b>Serial Number:</b>	86422245	SUN BUM
<b>Serial Number:</b>	77885948	
<b>Serial Number:</b>	85222014	
<b>Serial Number:</b>	77885953	TRUST THE BUM
<b>Serial Number:</b>	85228514	TRUST THE BUM
<b>Serial Number:</b>	85096967	BABY BUM
<b>Serial Number:</b>	86422257	BABY BUM
<b>Serial Number:</b>	86422262	BABY BUM
<b>Serial Number:</b>	85976252	PROTECT YOUR LAZY ASS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86422271	
Serial Number:	86422276	
Serial Number:	86711495	
Serial Number:	86446993	PROTECT THE GROMS
Serial Number:	86711504	BABY BUM
Serial Number:	86711511	SUN BUM

**CORRESPONDENCE DATA**

**Fax Number:** 3134968454  
*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:** 3134967912  
**Email:** berger@millercanfield.com  
**Correspondent Name:** Kimberly A. Berger  
**Address Line 1:** 150 West Jefferson  
**Address Line 2:** Suite 2500  
**Address Line 4:** Detroit, MICHIGAN 48226

<b>NAME OF SUBMITTER:</b>	Kimberly A. Berger
<b>SIGNATURE:</b>	/Kimberly A. Berger/
<b>DATE SIGNED:</b>	12/08/2016

**Total Attachments: 11**  
source=Executed Security Agreement (IP)#page1.tif  
source=Executed Security Agreement (IP)#page2.tif  
source=Executed Security Agreement (IP)#page3.tif  
source=Executed Security Agreement (IP)#page4.tif  
source=Executed Security Agreement (IP)#page5.tif  
source=Executed Security Agreement (IP)#page6.tif  
source=Executed Security Agreement (IP)#page7.tif  
source=Executed Security Agreement (IP)#page8.tif  
source=Executed Security Agreement (IP)#page9.tif  
source=Executed Security Agreement (IP)#page10.tif  
source=Executed Security Agreement (IP)#page11.tif



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “Agreement”) is made as of November 30, 2016 by and among **Sun Bum LLC**, a Michigan limited liability company, **Sun Bum International LLC**, a Michigan limited liability company (together, “Borrowers”), **SB3 LLC**, a Michigan limited liability company (collectively, including Borrowers, “Grantor”), and **Comerica Bank** (“Secured Party”).

### RECITALS

A. Secured Party has agreed to lend to Borrowers certain funds and Borrowers desire to borrow such funds from Secured Party pursuant to the terms of that certain Revolving Credit Agreement between Bank and Borrowers, dated as of the date hereof (the “Credit Agreement”). All initially capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement).

B. In order to induce Secured Party to enter into the Credit Agreement, Grantor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Grantor to Secured Party.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor’s present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor’s entire right, title and interest in, to and under the following (all of which shall collectively be called the “Intellectual Property Collateral”):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Attorney-in-Fact. Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

6. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

*[Signature Page Follows]*

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

GRANTOR:

**SUN BUM LLC**


By: \_\_\_\_\_ 

Adam Francis

Its: Chief Executive Officer

Address: 101 North Orlando Avenue, Cocoa Beach,  
Florida 32931

**SUN BUM INTERNATIONAL LLC**


By: \_\_\_\_\_ 

Adam Francis

Its: Chief Executive Officer

Address: 101 North Orlando Avenue, Cocoa Beach,  
Florida 32931

**SB3 LLC**

By: \_\_\_\_\_ 

Adam Francis

Its: Chief Executive Officer

Address: 101 North Orlando Avenue, Cocoa Beach,  
Florida 32931

SECURED PARTY

Address of Secured Party:

39200 Six Mile Road, MC 7578  
Livonia, MI 48152

**COMERICA BANK**

By: \_\_\_\_\_ 

J.P. Bouchereau

Its: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.



EXHIBIT C

Trademarks

See attached chart.



**IP Status Summary Chart  
United States Trademarks**

CLASS File	Trademark	Class(es)	Descriptions	Serial No.	Filing Date	Current Status	Reg. No.	Reg. Date	Ownership Information
T-105	SUN BUM	003	Sunscreen cream.	77/513,130	07/02/2008	Registered	3,572,365	02/10/2009	Owner: SUN BUM LLC
T-105A	SUN BUM	016 025 028	Stickers; Headwear; T-shirts; Toy animals.	77/885,955	12/04/2009	Registered	4,870,901	12/15/2015	Owner: SUN BUM LLC
T-105B	SUN BUM	003	Non-medicated sun care preparations.	85/096,949	07/30/2010	Registered	4,289,452	02/12/2013	Owner: SUN BUM LLC
T-105C	SUN BUM	028	Flying discs; Footballs; Paddle ball games.	85/221,985	01/20/2011	Registered	4,012,130	08/16/2011	Owner: SUN BUM LLC
T-105D	SUN BUM	003	Hair care preparations; Lip Balm. -Amended such that no claim is made to the exclusive right to use "SUN" apart from the mark as shown.	86/422,245	10/13/2014	Pending	5,032,467	8/30/2016	Owner: SUN BUM LLC
T-106		003 016 025	Sunscreen cream. Stickers. Headwear; T-shirts.	77/885,948	12/04/2009	Registered	3,891,295	12/14/2010	Owner: SUN BUM LLC
T-106A		028	Flying discs; Footballs; Paddle ball games; Toy animals.	85/222,014	01/20/2011	Registered	4,012,133	08/16/2011	Owner: SUN BUM LLC
T-107	TRUST THE BUM	003 016 025	Sunscreen cream. Stickers. T-shirts.	77/885,953	12/04/2009	Registered	3,990,792	07/05/2011	Owner: SUN BUM LLC
T-107A	TRUST THE BUM	028	Flying discs; Footballs; Paddle ball games.	85/228,514	01/28/2011	Registered	4,129,596	04/17/2012	Owner: SUN BUM LLC
T-109	BABY BUM	003	Non-medicated sun care preparations.	85/096,967	07/30/2010	Registered	4,321,382	04/16/2013	Owner: SUN BUM LLC
T-109A	BABY BUM	003	Baby bubble bath; Baby hair conditioner; Baby hand soap; Baby lotion; Baby oil; Baby powder; Baby shampoo; Body cream; Hair care preparations; Lip balm; Sunscreen cream. Sun glasses. Towels. Hats; T-shirts; Underclothes; Wraps.	86/422,257	10/13/2014	Pending			Owner: SUN BUM LLC
T-109B	BABY BUM	028	-Amended such that no claim is made to the exclusive right to use "BABY" apart from the mark as shown. plastic beach toy items, namely, sand	86/422,262	10/13/2014	Pending			Owner: SUN BUM LLC


**IP Status Summary Chart  
United States Trademarks**

CLASS File	Trademark	Class(es)	Descriptions	Serial No.	Filing Date	Current Status	Reg. No.	Reg. Date	Ownership Information
			toys, toy pails and toy shovels, and beach balls; toy animals						
T-111A	PROTECT YOUR LAZY ASS	025	-Amended such that no claim is made to the exclusive right to use "BABY" apart from the mark as shown. Headwear; T-shirts	85/976,252	01/28/2011	Registered	4,126,999	04/10/2012	Owner: SUN BUM LLC
T-116		003	Baby bubble bath; Baby hair conditioner; Baby hand soap; Baby lotion; Baby oil; Baby powder; Baby shampoo; Body cream; Hair care preparations; Lip balm; Sunscreen Cream. Sun glasses. Baby blankets; Towels. Baby bibs not of paper; Hats; T-shirts; Underclothes; Wraps.	86/422,271	10/13/2014	Pending			Owner: SUN BUM LLC
T-116A		028	Plastic beach toy items, namely, sand toys, toy pails and toy shovels, and beach balls; toy animals	86/422,276	10/13/2014	Pending			Owner: SUN BUM LLC
T-116B		018	All purpose carrying bags; travel bags; diaper bags	86/711,495	7/31/2015	Pending			Owner: SUN BUM LLC
		024	Bed linen; pillow cases; bed blankets; bed sheets; bath linen; towels; blanket throws; hooded towels; textile wall hangings; blankets for outdoor use						
		025	Clothing, namely, t-shirts, underclothes, wraps, beachwear, sleepwear, socks; swim wear; hats; rash guards; sun protective clothing, namely, shirts and body suits; footwear for infants and toddlers						

**IP Status Summary Chart  
United States Trademarks**

CLASS File	Trademark	Class(es)	Descriptions	Serial No.	Filing Date	Current Status	Reg. No.	Reg. Date	Ownership Information
T-117	PROTECT THE GROMS	041	Organizing, conducting and operating athletic competitions and surfing competitions to promote active and outdoor lifestyle and beach lifestyle initiatives; Educational services, namely, conducting clinics and classes in the field of sun protection initiatives, active and outdoor lifestyle and beach lifestyle initiatives for youths, and publishing and distributing educational materials in connection therewith;	86/4416,993	11/06/2014	Pending			Owner: SUN BUM LLC
T-118		003	Baby bubble bath; hair care preparations for children; baby powder; Baby lotion; baby wipes; bath oil; non-medicated lip care preparations; lip balm; sun screen preparations	86/711,504	7/31/2015	Suspended			This application is suspended pending a decision on App. 86/978,079 for LITTLE BABY BUM in Cl. 28 filed by El Bebe Productions Limited. A consent agreement between Sun Bum LLC and LITTLE BABY BUM was filed with the USPTO on July 29, 2016 (see agreement attached).
		020	Accent pillows; decorative mobiles; decorative boxes made of wood and/or plastic; picture frames; infant bounce; bedroom furniture						Owner: SUN BUM LLC
		021	Drinking cups for babies and children; hair combs; hairbrushes						
		028	Toys, namely, action figures, water toys, crib toys, bath toys, inflatable toys, stuffed and plush toys; plastic beach toy items, namely, sand toys, toy pails and toy shovels, and beach balls; balls for sports; infant's rattles						
T-119		003	Disposable wipes impregnated with cleansing chemicals or compounds for	86/711,511	7/31/2015	Pending			Owner: SUN BUM LLC

IP Status Summary Chart  
United States Trademarks

CLASS File	Trademark	Class(es)	Description	Serial No	Filing Date	Current Status	Reg. No	Reg. Date	Ownership Information
		016	Stationery; folders; notebooks; binders; posters; stickers; decals; calendars; children's books; gift wrapping paper						
		018	All-purpose carrying bags; travel bags; school bags; sport bags; wallets; umbrellas; pet accessories, namely, collars and leashes						
		020	Pillows; accent pillows; children's bedroom furniture; plastic key chains; picture frames; beach chairs; outdoor furniture; lounge chairs						
		021	Hair combs; hairbrushes; lunch boxes; beverageware; candle holder; coffee mugs; Dinnerware; plates; cups; saucers; water bottles sold empty						
		024	Bath linen; towels; blanket throws; bed linen; pillow cases; bed blankets; bed sheets; hooded towels; textile wall hangings; blankets for outdoor use; cushion covers; shower curtains						
		025	Clothing, namely, beachwear, beach cover ups, loungewear, sweatpants, shirts, sleepwear, underwear, socks; footwear; beach footwear; beach shoes; swim wear; rash guards; sun protective clothing, namely shirts; hats; wrist bands						

**IP Status Summary Chart  
United States Trademarks**

CLASS File	Trademark	Class(es)	Descriptions	Serial No.	Filing Date	Current Status	Reg. No.	Reg. Date	Ownership Information
	SUN BUM SUNCARE LLC	032 035	Manufacturing and wholesale of sun-care and beach products				Reg. No.:HI 4154493	December 16, 2015	Owner: SUN BUM LLC
	HAWAII - Registered		Toys, namely, action figures, water toys, bath toys, inflatable toys, stuffed and plush toys; balls for sports; flying discs; paddle ball games; float mat for recreational use; inflatable float mattresses for recreational use; pet toys  Fruit drinks; energy drinks						