

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410922

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CTS Acquisition, LLC		01/03/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	East West Bank		
<b>Street Address:</b>	135 N. Los Robles Ave., 7th Floor		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	Banking Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4850873	CRITICAL TATTOO	
<b>Serial Number:</b>	87110602	ATOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2136305788		
<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>			
<b>Phone:</b>	213-891-5935		
<b>Email:</b>	hpanneck@buchalter.com		
<b>Correspondent Name:</b>	Helen Panneck		
<b>Address Line 1:</b>	1000 Wilshire Boulevard, Suite 1500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>NAME OF SUBMITTER:</b>	Helen Panneck		
<b>SIGNATURE:</b>	/Helen Panneck/		
<b>DATE SIGNED:</b>	01/03/2017		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of January 3, 2017, is entered into by and between CTS ACQUISITION, LLC, a Delaware limited liability company ("Grantor"), and EAST WEST BANK, a California banking corporation ("Secured Party"), with reference to the following facts:

### RECITALS

A. Grantor, Kingpin Tattoo Supply, LLC, a Delaware limited liability company f/k/a KP Acquisition, LLC, ImportLA, LLC, a California limited liability company, and Nexus Brands Group, Inc., a Delaware corporation f/k/a ImportLA, Inc. (collectively, "Borrowers") and Secured Party are parties to that certain Amended and Restated Loan and Security Agreement, dated as of May 31, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Loan Agreement).

B. Pursuant to the Loan Agreement, Secured Party has provided or will provide revolving and term credit facilities to Borrowers.

C. It is a condition precedent to the effectiveness of the Loan Agreement that Grantor enters into this Agreement with Secured Party and hereby grants Secured Party a security interest in and Lien on all of Grantor's intellectual property as set forth below.

NOW, THEREFORE, to induce Secured Party to enter into the Loan Agreement and to provide Borrowers the revolving and term credit facilities and other Credit Extensions contemplated thereunder, Grantor hereby agrees as follows:

1. Grant of Security Interest. To secure the timely payment and performance of all Obligations of Borrowers to Secured Party under the Loan Agreement, Grantor hereby grants and pledges to Secured Party a security interest in and lien on all of Grantor's right, title and interest in, to and under Grantor's intellectual property (collectively, the "Intellectual Property Collateral"), including, without limitation, the following:

(a) All present and future copyrights that are registered in the copyright office of any applicable jurisdiction and registrations for all copyrights, including, without limitation, the registered copyrights, computer programs and other rights subject to copyright protection listed in Exhibit A attached hereto, and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All present and future copyrights, computer programs and other rights subject to (or capable of becoming subject to) copyright protection which are not registered in the copyright office of any jurisdiction (collectively, the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights,

the right to recover for all past, present and future infringements of the Unregistered Copyrights, and all computer programs and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the “Copyrights”;

- (c) All present and future license agreements with respect to the Copyrights;
- (d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;
- (e) All trade secrets;
- (f) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (g) All design rights available to Grantor now or hereafter existing, created, acquired or held;
- (h) All patents, patent applications and similar protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, but not limited to, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);
- (i) All trademark and service mark rights, whether registered or not, applications to register (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) 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”);
- (j) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;
- (k) 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 licenses or rights;
- (l) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (m) 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, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

Notwithstanding anything contrary in any Loan Documents, for purposes, hereof, the term “Intellectual Property Collateral” shall not include the following (collectively, the “Excluded Property”): (i) “intent-to-use” Trademarks (or Trademark applications) to the extent that the grant of a security interest therein would negate the enforceability of such intent-to-use Trademark (or Trademark application) under applicable federal law or (ii) any item of Intellectual Property Collateral that is now or hereafter held by Grantor that is subject to a purchase money Lien or a capital lease permitted by the Loan Agreement, but

only to the extent that such item of Intellectual Property Collateral (or any agreement evidencing such item of Intellectual Property Collateral) contains a term or is subject to a law, statute or regulation that prohibits the creation, attachment or perfection of the security interest granted herein by a Person (other than Grantor), and any such prohibition is effective and enforceable under applicable law, provided such items shall constitute Intellectual Property Collateral to the extent permitted under Sections 9-406, 9-407, 9-408 or 9-409 of the applicable UCC; provided, however, that (x) Excluded Property shall not include any proceeds of any such Intellectual Property Collateral and (y) any such Intellectual Property Collateral that at any time ceases to satisfy the criteria for Excluded Property (whether as a result of the Debtors obtaining any necessary consent, any change in any rule of law, statute or regulation, or otherwise) shall no longer be Excluded Property.

2. Recordation. Grantor authorizes and requests any and all applicable government officials that maintain intellectual property registries to record and register this Agreement upon request by Secured Party.

3. Supplements. Grantor hereby authorizes Bank (a) to amend this Agreement unilaterally by supplementing the exhibits to this Agreement to add any Intellectual Property Collateral which Grantor obtains after the date of this Agreement, and (b) to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision of this Agreement. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

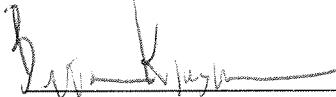
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

*[Remainder of page intentionally left blank. Signature pages follow.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**GRANTOR:**

**CTS ACQUISITION, LLC,**  
a Delaware limited liability company

By:   
Name: Brian E. Kinsman  
Title: Co-Chairman

**SECURED PARTY:**

**EAST WEST BANK,**

a California banking corporation

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

Name: Keith Vogelgesang

Title: Director

Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 005957 FRAME: 0909**

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Registration or Application Number	Registration or Application Date	Title	Mark/Design	Jurisdiction
4850873	11/10/2015	Critical Tattoo	CRITICAL TATTOO	USA
87110602	7/20/2016	ATOM	<b>ATOM</b>	USA