

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414413

<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>
Bentley Mills, Inc.		02/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, as Agent		
<b>Street Address:</b>	Fifth Third Center, 38 Fountain Square Plaza		
<b>Internal Address:</b>	MD109047		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 46</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4618624	AFIRMA	
Registration Number:	5032356	ALTITUDE	
Registration Number:	5033013	ANARCHY	
Registration Number:	5033014	ANTHEM	
Registration Number:	4724909	ARCADE LEGEND	
Registration Number:	4581207	BENTLEY	
Registration Number:	1310199	BENTLEY	
Registration Number:	3073401	BENTLEY PRINCE STREET	
Registration Number:	5064594	BLACK BOOK	
Registration Number:	4667500	BLAZE	
Registration Number:	4852356	BUZZ WORTHY	
Registration Number:	4769954	CARBON BEACH	
Registration Number:	4852543	COHORT	
Registration Number:	5032856	COLORCAST	
Registration Number:	4581414	DRY LAKE	
Registration Number:	3798178	ENCORERC	
Registration Number:	4646111	FARRAGO	
Registration Number:	4693071	FULFILL	

CH \$1165.00 4618624

Property Type	Number	Word Mark
Registration Number:	4769955	GROTTO TRAIL
Registration Number:	4937932	HIGH SCORE
Registration Number:	4577062	HITCHHIKER
Registration Number:	4621282	HOLLYWOOD SEQUEL
Registration Number:	4621280	KINGS ROAD
Registration Number:	4937930	MAGNETISM
Registration Number:	4725125	MELROSE DUSK
Registration Number:	4767244	MODERN BLOCK
Registration Number:	4577176	MORRO
Registration Number:	4942454	MULTIPLAY
Registration Number:	4667498	NEW GOTHAM
Registration Number:	2259160	PRINCE STREET
Registration Number:	4667631	REALLY LATE NIGHT TV
Registration Number:	4732883	ROUGH IDEA
Registration Number:	4581415	SALT CREEK
Registration Number:	4667501	SATELLITE CITY
Registration Number:	4577103	SAVAGE JOURNEY
Registration Number:	5033015	SHAPESHIFTER
Registration Number:	4852527	SIGHT LINE
Registration Number:	4818809	SOHO DAWN
Registration Number:	5033016	SOUNDTRACK
Registration Number:	4842343	SUPERCOMPUTER
Registration Number:	4828382	TECH UPD8
Registration Number:	4769867	TROUBADOUR
Registration Number:	4577175	ULURU
Registration Number:	4621281	URBAN SCENE
Registration Number:	5018391	VERTEX
Registration Number:	4769868	WANDERLUST

**CORRESPONDENCE DATA**

Fax Number: 3125774688

*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: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Carole Dobbins

<b>SIGNATURE:</b>	/Carole Dobbins/
<b>DATE SIGNED:</b>	02/01/2017
<b>Total Attachments: 6</b> source=fifth third bentley mills trademark security agreement 2017 final#page1.tif source=fifth third bentley mills trademark security agreement 2017 final#page2.tif source=fifth third bentley mills trademark security agreement 2017 final#page3.tif source=fifth third bentley mills trademark security agreement 2017 final#page4.tif source=fifth third bentley mills trademark security agreement 2017 final#page5.tif source=fifth third bentley mills trademark security agreement 2017 final#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This 1<sup>st</sup> day of February, 2017, Bentley Mills, Inc., a Delaware corporation (the “*Debtor*”) with its principal place of business and mailing address at 14641 E. Don Julian Rd. City of Industry, California, 91746, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation (“*Fifth Third*”), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Parties as defined in the Security Agreement referred to below (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Parties a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Security Agreement dated as of February 1, 2017 between the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as the Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Security Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Security Agreement.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are

more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year last above written.

BENTLEY MILLS, INC., a Delaware corporation

By: 

Name: Eric Petty


Title: Chief Financial Officer

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005975 FRAME: 0559**

Accepted and agreed to as of the date and year last above written.

**FIFTH THIRD BANK, AS AGENT**

By:   
Name: Gregory S. Bubbers  
Title: Vice President

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005975 FRAME: 0560**

**SCHEDULE A  
TO TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<u>Owner</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Title</u>	<u>Registration/Application Date</u>
Bentley Mills, Inc.	U.S.	4618624	AFIRMA	10/7/2014
Bentley Mills, Inc.	U.S.	5032356	ALTITUDE	8/30/2016
Bentley Mills, Inc.	U.S.	5033013	ANARCHY	8/30/2016
Bentley Mills, Inc.	U.S.	5033014	ANTHEM	8/30/2016
Bentley Mills, Inc.	U.S.	4724909	ARCADE LEGEND	4/21/2015
Bentley Mills, Inc.	U.S.	4581207	BENTLEY	8/5/2014
Bentley Mills, Inc.	U.S.	1310199	BENTLEY	12/18/1984
Bentley Mills, Inc.	U.S.	3073401	BENTLEY PRINCE STREET	3/28/2006
Bentley Mills, Inc.	U.S.	5064594	BLACK BOOK	10/18/2016
Bentley Mills, Inc.	U.S.	4667500	BLAZE	1/6/2015
Bentley Mills, Inc.	U.S.	4852356	BUZZ WORTHY	11/11/2015
Bentley Mills, Inc.	U.S.	4769954	CARBON BEACH	7/7/2015
Bentley Mills, Inc.	U.S.	4852543	COHORT	11/10/15
Bentley Mills, Inc.	U.S.	5032856	COLORCAST	8/30/2016
Bentley Mills, Inc.	U.S.	4581414	DRY LAKE	8/5/2014
Bentley Mills, Inc.	U.S.	3798178	ENCORERC	6/8/2010
Bentley Mills, Inc.	U.S.	4646111	FARRAGO	11/25/2014
Bentley Mills, Inc.	U.S.	4693071	FULFILL	2/24/2015
Bentley Mills, Inc.	U.S.	4769955	GROTTO TRAIL	7/7/2015
Bentley Mills, Inc.	U.S.	4937932	HIGH SCORE	4/12/2016
Bentley Mills, Inc.	U.S.	4577062	HITCHHIKER	7/29/2014
Bentley Mills, Inc.	U.S.	4621282	HOLLYWOOD SEQUEL	10/14/2014



Bentley Mills, Inc.	U.S.	4621280	KINGS ROAD	10/14/2014
Bentley Mills, Inc.	U.S.	4937930	MAGNETISM	4/12/2016
Bentley Mills, Inc.	U.S.	4725125	MELROSE DUSK	4/21/2015
Bentley Mills, Inc.	U.S.	4767244	MODERN BLOCK	7/7/2015
Bentley Mills, Inc.	U.S.	4577176	MORRO	7/29/2014
Bentley Mills, Inc.	U.S.	4942454	MULTIPLAY	4/19/2016
Bentley Mills, Inc.	U.S.	4667498	NEW GOTHAM	1/6/2015
Bentley Mills, Inc.	U.S.	2259160	PRINCE STREET	7/6/1999
Bentley Mills, Inc.	U.S.	4667631	REALLY LATE NIGHT TV	1/6/2015
Bentley Mills, Inc.	U.S.	4732883	ROUGH IDEA	5/5/2015
Bentley Mills, Inc.	U.S.	4581415	SALT CREEK	8/5/2014
Bentley Mills, Inc.	U.S.	4667501	SATELLITE CITY	1/6/2015
Bentley Mills, Inc.	U.S.	4577103	SAVAGE JOURNEY	7/29/2014
Bentley Mills, Inc.	U.S.	5033015	SHAPESHIFTER	8/30/2015
Bentley Mills, Inc.	U.S.	4852527	SIGHT LINE	11/10/2015
Bentley Mills, Inc.	U.S.	4818809	SOHO DAWN	9/22/2015
Bentley Mills, Inc.	U.S.	5033016	SOUNDTRACK	8/30/2016
Bentley Mills, Inc.	U.S.	4842343	SUPERCOMPUTER	10/27/2015
Bentley Mills, Inc.	U.S.	4828382	TECH UPD8	10/6/2015
Bentley Mills, Inc.	U.S.	4769867	TROUBADOUR	7/7/2015
Bentley Mills, Inc.	U.S.	4577175	ULURU	7/29/2014
Bentley Mills, Inc.	U.S.	4621281	URBAN SCENE	10/14/2014
Bentley Mills, Inc.	U.S.	5018391	VERTEX	8/9/2016
Bentley Mills, Inc.	U.S.	4769868	WANDERLUST	7/7/2015