

01/30/2017



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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECEIVED  
JAN 30 2017

To the Director of the U. S. Patent and Trademark Office

documents or the new address(es) below.

1. Name of conveying party(ies):

Wells Fargo Bank, National Association  
500 N State College Blvd, Ste 1350, Orange, CA 92868

- ☐ Individual(s) ☒ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 01/25/2017

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☒ Yes ☐ No

Name: TRAVIS MATTHEW, LLC

Street Address: 14520 DELTA LANE, UNIT 104

City: HUNTINGTON BEACH,

State: CA

Country: USA Zip: 92647

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other LLC Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text

B. Trademark Registration No.(s)

see Attached Exhibit A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Christine Phillips

Internal Address: MAC: C7300-043, FL 4

Street Address: 1700 Lincoln St

City: Denver

State: CO Zip: 80203

Phone Number: 303-863-5786

Docket Number: \_\_\_\_\_

Email Address: christine.a.phillips@wellsfargo.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- ☐ Authorized to be charged to deposit account  
☒ Enclosed

8. Payment Information:

01/31/2017 DTMERL 00000003 86289872

Deposit Account Number

01 FC:8521

02 FC:8522

Authorized User Name

40.00 OP  
150.00 OP

9. Signature:

Christine Phillips  
Signature

1/25/2017

Date

Christine Phillips - Agent

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 005977 FRAME: 0435

## EXHIBIT A

## Trademarks

<u>Name</u>	<u>Serial/Registration</u>	<u>File Date</u>	<u>Reg. Date</u>
TM	86289872/4687607	5/22/2014	2/17/2015
TravisMatthew	86289605/4687605	5/22/2014	2/17/2015
TMCA	86180221/4592906	1/30/2014	8/26/2014
TravisMatthew	86056107/4594328	9/4/2013	8/26/2014
TravisMatthew	85440119/4248730	10/5/2011	11/27/2012
T M	77983133/4158271	12/5/2007	6/12/2012
T M	77344979/4309301	12/5/2007	7/12/2012

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of October 11, 2016, by and between TRAVISMATHEW, LLC, a California limited liability company ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION. ("Secured Party").

### RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Debtor (the "Credits") in the amounts and manner set forth in that certain Credit Agreement, dated as of June 20, 2012, as amended (the "Credit Agreement;" all capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement).

B. Secured Party is willing to extend Credits to Debtor, but only upon the condition, among others, that Debtor shall grant to Secured Party a security interest in all of Debtor's right title, and interest in, to and under, among other things, all of the Trademark Collateral (as defined below) whether presently existing or hereafter acquired.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, 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 Debtor's present or future Indebtedness, obligations and liabilities to Secured Party arising under or in connection with the Credit Agreement or otherwise, Debtor hereby grants and transfers a security interest and mortgage to Secured Party in and to Debtor's entire right, title and interest in, to and under all of its trademarks, including without limitation the following (all of which shall collectively be called the "Trademark Collateral"):

(a) All 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 Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");

(b) 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;

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

(d) 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.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Continuing Security Agreement - Rights to Payment and Inventory, dated as of September 2015, by and between Debtor and Secured Party and the Continuing Security Agreement - Equipment, dated as of September 20, 2015, by and between Debtor and Secured Party, each as amended, modified, supplemented or restated from time to time (the "Security Agreements") and the other Loan Documents. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreements and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Credit Agreement, the Security Agreements or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured of any one or more of the rights, powers or remedies provided for in this

Agreement, the Credit Agreement, the Security Agreements or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

2. OBLIGATIONS SECURED. The obligations secured hereby are the payment and performance of: (a) all present and future Indebtedness of Debtor to Secured Party, including but not limited to obligations arising under, in connection with or pursuant to the Credit Agreement or any other Loan Document; (b) all obligations of Debtor and rights of Secured Party under this Agreement; and (c) all present and future obligations of Debtor to Secured Party of other kinds. The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Debtor heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including under any swap, derivative, foreign exchange, hedge, deposit, treasury management or other similar transaction or arrangement, and whether Debtor may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.

3. OBLIGATIONS OF SECURED PARTY; AUTHORIZATION AND REQUEST. Secured Party has no obligation to make any loans hereunder. Any money received by Secured Party in respect of the Trademark Collateral may be deposited, at Secured Party's option, into a non-interest bearing account over which Debtor shall have no control, and the same shall, for all purposes, be deemed Collateral hereunder. Debtor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

4. COVENANTS, REPRESENTATIONS AND WARRANTIES. Debtor represents, warrants, covenants and agrees as follows:

4.1 Debtor is now the sole owner of the Trademark Collateral, except for non-exclusive licenses granted by Debtor to its customers in the ordinary course of business;

4.2 Exhibit A attached hereto sets forth any and all trademark rights in connection to which Debtor has registered or filed an application with the United States Patent and Trademark Office. In the event that Debtor registers additional trademark rights with the United States Patent and Trademark Office, within ten (10) business days of request by Bank, execute such documents that are necessary to (a) amend Exhibit A to reflect such additional trademark rights, and (b) to file such amended Agreement as necessary in connection with the preservation, perfection or enforcement of Bank's rights hereunder, including the filing of such amended Agreement with the United States Patent and Trademark Office.

4.3 During the term of this Agreement, Debtor will not transfer or otherwise encumber any interest in the Trademark Collateral, except for non-exclusive licenses granted to customers by Debtor in the ordinary course of business or as set forth in this Agreement;

4.4 Debtor shall promptly give Secured Party written notice of registrations of trademark rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any;

4.5 This Agreement creates, and in the case of after acquired Trademark Collateral, this Agreement will create at the time Debtor first has rights in such after acquired Trademark Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Trademark Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents; and

4.6 Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in

Debtor's rights and interests in any property included within the definition of the Trademark Collateral acquired under such contracts.

5. FURTHER ASSURANCES; ATTORNEY IN FACT.

Debtor hereby irrevocably appoints Secured Party as Debtor's attorney in fact if an Event of Default exists, with full authority in the place and stead of Debtor and in the name of Debtor 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 to transfer the Trademark Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code, as amended and in effect from time to time.

6. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default occurs under the Credit Agreement and/or any other Loan Document; or

(b) Debtor breaches any warranty or agreement made by Debtor in this Agreement and, as to any breach that is capable of cure, Debtor fails to cure such breach within twenty (20) days of the occurrence of such breach.

7. REMEDIES. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code. Secured Party shall have a nonexclusive, royalty free license to use the Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Upon the occurrence and continuance of an Event of Default Debtor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Trademark Collateral. All of Secured Party's rights and remedies with respect to the Trademark Collateral shall be cumulative.

8. COURSE OF DEALING. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

9. COSTS, EXPENSES AND ATTORNEYS' FEES. Debtor shall pay to Secured Party immediately upon demand the full amount of all payments, advances, fees, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Secured Party's in-house counsel), expended or incurred by Secured Party in connection with (a) the perfection and preservation of the Trademark Collateral or Secured Party's interest therein, and (b) the realization, enforcement and exercise of any right, power, privilege or remedy conferred by this Agreement, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Secured Party or any other person) relating to Debtor or in any way affecting any of the Trademark Collateral or Secured Party's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Debtor with interest from the date of demand until paid in full at a rate per annum equal to the greater of ten percent (10%) or Secured Party's Prime Rate in effect from time to time.

10. SUCCESSORS; ASSIGNS; AMENDMENT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties, and may be amended or modified only in writing signed by Secured Party and Debtor.

11. SEVERABILITY OF PROVISIONS. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such

prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

12. 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.

13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

*[Remainder of Page Left Blank]*

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

Address of Debtor:

15202 Graham Street  
Huntington Beach, California 92649

DEBTOR:

TRAVIS MATHEW, LLC

By: 

TRAVIS BRASHER, MANAGER

By: 

CHRIS ROSAASEN, MANAGER

By: 

JOHN KRUGER, MANAGER

Address of Secured Party:

500 N State College Blvd, ste 1350  
Orange, CA 92868

SECURED PARTY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 

Its: Relationship Manager

EXHIBIT A

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
1. TM	86289872 / 4687607	5/22/14
2. TRAVISMATHEW	86289605 / 4687605	5/22/14
3. TMCA	86180221 / 4592906	1/30/14
4. TRAVISMATHEW	86056107 / 4594328	9/4/13
5. TRAVISMATHEW	85440119 / 4248730	10/5/11
6. TM	77983133 / 4158271	12/5/07
7. TM	77344979 / 4309301	12/5/07