

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Earthbound Holding, LLC		06/09/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	IBERIABANK		
Street Address:	8201 Preston Road, Suite 200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	state-chartered bank: LOUISIANA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87417101	ROMANCING THE STONE	
Serial Number:	87316501	LUA NOVA	
Serial Number:	86382579	EAT. PLAY. LOVE.	
Serial Number:	86133579	EARTHSTONE	
Serial Number:	86047930	EB	
Serial Number:	86047876	EB	
Serial Number:	86047794	EARTHBOUND TRADING CO	
Serial Number:	75667784	EARTHBOUND TRADING COMPANY	
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:	emcqueen@mcsllaw.com		
Correspondent Name:	Ed McQueen		
Address Line 1:	2501 N. Harwood, Suite 1800		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Ed McQueen		
SIGNATURE:	/egm/		
DATE SIGNED:	06/14/2017		

OP \$215.00 87417101

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of June 9, 2017, is between EARTHBOUND HOLDING, LLC, a Delaware limited liability company (the "Grantor"), and IBERIABANK, a Louisiana state-chartered bank (together with his successors and assigns, the "Secured Party").

RECITALS

WHEREAS, Secured Party and Grantor have entered into that certain Promissory Note dated on or about even date herewith (as amended from time to time, the "Note").

WHEREAS, Secured Party and Grantor have entered into that certain Pledge and Security Agreement dated on or about even date herewith (as amended from time to time, the "Security Agreement").

WHEREAS, pursuant to the terms of the Security Agreement, Grantor granted to Secured Party a security interest in, among other collateral security, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, all applications thereof, and all rights to use and/or sell any of the foregoing (collectively "Trademarks") and all licenses held by Grantor related to the Trademarks (the "Licenses") together with the goodwill of the business symbolized by the Trademarks of Grantor and all proceeds thereof, to secure the payment of all indebtedness, liabilities and obligations of Grantor to Secured Party under the Note, the Security Agreement, the other documents, instruments and agreements entered into in connection therewith, and otherwise (the "Obligations");

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver to Secured Party this Trademark Security Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating

and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each of the Licenses; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Licenses.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning

represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

EARTHBOUND HOLDING, LLC
a Delaware limited liability company

By: 

Steve James, President

SECURED PARTY:

IBERIABANK,
a Louisiana state-chartered bank

By: _____

Marc P. Massad, Senior Vice President

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


GRANTOR:

EARTHBOUND HOLDING, LLC
a Delaware limited liability company

By: _____
Steve James, President

SECURED PARTY:

IBERIABANK,
a Louisiana state-chartered bank

By:  _____
Marc P. Massad, Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	87417101		ROMANCING THE STONE	TSDR	LIVE
2	87316501		LUA NOVA	TSDR	LIVE
3	86382579	4875379	EAT. PLAY. LOVE.	TSDR	LIVE
4	86133579	4871217	EARTHSTONE	TSDR	LIVE
5	86047930	4528644	EB	TSDR	LIVE
6	86047876	4528643	EB	TSDR	LIVE
7	86047794	4525081	EARTHBOUND TRADING CO	TSDR	LIVE
8	75667784	2312004	EARTHBOUND TRADING COMPANY	TSDR	LIVE