

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433190

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fire Tail Brands, L.L.C.		06/22/2017	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	American Enterprise Bank		
Street Address:	600 N. Buffalo Grove Road		
City:	Buffalo Grove		
State/Country:	ILLINOIS		
Postal Code:	60089		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3238347	JEKYLL & HYDE	
Registration Number:	3100871	JEKYLL & HYDE	
CORRESPONDENCE DATA			
Fax Number:	7025671568		
<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>			
Phone:	702-257-1483		
Email:	ipdocket@h2law.com		
Correspondent Name:	Kaela J. Joyner		
Address Line 1:	450 West Fourth Street		
Address Line 4:	Royal Oak, MICHIGAN 48067		
ATTORNEY DOCKET NUMBER:	110156.00061		
NAME OF SUBMITTER:	Kaela J. Joyner		
SIGNATURE:	/Kaela J. Joyner/		
DATE SIGNED:	06/29/2017		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of **June 22, 2017**, by **Fire Tail Brands, L.L.C.**, a Missouri limited liability company (the "Grantor"), in favor of AMERICAN ENTERPRISE BANK, an Illinois chartered bank, its successors and/or assigns (in such capacity, the "Secured Party").

RECITALS

A. Secured Party made a loan (the "Original Loan") to Stanley Stawski Distributing Co., Inc. ("Stawski Distributing") in the original maximum principal amount of \$750,000.00 pursuant to the terms and conditions of a Business Loan Agreement dated as of November 22, 2013 between Stawski Distributing and the Bank (the "Original Stawski Loan Agreement"), and as evidenced by a Promissory Note dated as of November 22, 2013, in the principal amount of the Loan made payable by Stawski Distributing and Stanley O. Stawski Trust (the "Trust Borrower") to the order of the Bank ("Original Stawski Note").

B. Stawski Distributing, the shareholders of Stawski Distributing, including the Stanley O. Stawski, an affiliate of Stawski Distributing, Stawski Imports, Inc. ("Imports"), the Grantor, and Jon Thomas Herbig ("Herbig") are parties to that certain Stock Purchase Agreement dated as of April 7, 2015 (the "Stock Purchase Agreement") which contemplates, in one or more transactions, the acquisition by Herbig of seventy percent (70%) of the issued and outstanding shares of Stawski Distributing and Imports in consideration of Herbig's agreement to replace Stawski as guarantor of the Loan, and the release of Stawski as guarantor and the Trust Borrower as a borrower. Upon consummation of the transaction contemplated by the Stock Purchase Agreement, Stawski will retain thirty (30%) of the shares of Stawski Distributing (the "Retained Shares") and Herbig will own seventy percent (70%) of the issued and outstanding shares of Stawski Distributing.

C. Concurrently with the transaction contemplated by the Stock Purchase Agreement, pursuant to that certain letter from Stawski to Herbig (the "Supplementary Letter"), Stawski will sell to Herbig the Retained Shares in consideration of the payment of \$500,000.00 (the "Supplementary Transaction"). Upon consummation of the Supplementary Transaction Herbig will own all of the issued and outstanding shares of the Stawski Distributing and Imports.

D. The Pledgor and Fire Tail desire to borrow funds and obtain other financial accommodations from the Bank to finance the Supplementary Transaction.

E. Pursuant to the Borrower's request, the Bank is willing to extend such financial accommodations to the Borrower under the terms and conditions set forth herein.

F. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Secured Party, this Agreement.

G. Pursuant to the terms of the Loan Agreement Agreement, Grantor has granted to the Secured Party, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired

trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Agent, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Mark	Trademark Registration Number	Trademark Serial Number	Date of Application	Date of Registration
JEKYLL & HYDE	3238347	78730449	October 11, 2005	May 1, 2007
JEKYLL & HYDE	3100871	78753013	November 14, 2005	June 6, 2006

Schedule I