

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alpha 6 Distributions, LLC		07/13/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Merchant Financial Corporation		
Street Address:	1441 Broadway		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5114068	ARCTIX	
Registration Number:	5113821	ARCTIX	
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>			
Phone:	516-663-6505		
Email:	jdemaro@rmfpc.com		
Correspondent Name:	John A. DeMaro		
Address Line 1:	1425 RXR Plaza, 15th Floor - East Tower		
Address Line 4:	Uniondale, NEW YORK 11556		
NAME OF SUBMITTER:	John A. DeMaro		
SIGNATURE:	/John A. DeMaro/		
DATE SIGNED:	07/25/2017		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into this 13th day of July, 2017 (the "Corporate IP Security Agreement") by and between **ALPHA 6 DISTRIBUTIONS, LLC**, a New York limited liability company with a place of business at 11 Oyster Bay Road, Locust Valley, NY 11560 (the "Borrower") and **MERCHANT FINANCIAL CORPORATION**, a corporation organized and existing under the laws of the State of Connecticut, having its principal place of business at 1441 Broadway, 22nd Floor, New York, NY 10018 (the "Lender").

RECITALS

This Corporate IP Security Agreement is a supplement to that certain Security Agreement, September 23, 2013, by and between the Borrower and Lender (the "Security Agreement").

All capitalized terms not defined herein shall have the definitions ascribed to them in the Security Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this Corporate IP Security Agreement and the Security Agreement, the definitions, terms or provisions of the Security Agreement shall control.

This Corporate IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "USPTO") and/or the US Copyright Office, which sets forth the Borrower's pledge of its intellectual property as security for the liabilities Borrower owes the Lender as set forth in the Security Agreement and all other related loan documents.

GRANT OF SECURITY INTEREST

The Borrower hereby grants to the Lender a security interest in and lien on all of the intellectual property assets owned by the Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of the Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired.

REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS

All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Security Agreement are restated and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as of the day and year first above written.

THE BORROWER

ALPHA 6 DISTRIBUTIONS, LLC

By: 

Matthew J. Bruderman, Managing Member

THE LENDER

MERCHANT FINANCIAL CORPORATION

By: 

Neville Grusd, President

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 13 day of July in the year 2017, before me, the undersigned, a notary public in and for said State, personally appeared Matthew J. Bruderman, the Managing Member of **ALPHA 6 DISTRIBUTIONS, LLC.**, a New York limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

LAUREN ALENG
NOTARY PUBLIC, State of New York
No. 01AL694397
Qualified in Nassau County
Commission Expires 03-08-2020

Lauren Aleng

(Signature and office of individual taking acknowledgment)

Exhibit 1

List of Patents, Trademarks, and Copyrights

Trademarks

<u>Mark</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
ARCTIX	87-026,377	5,113,821	May 5, 2016	January 3, 2017
[Logo] ARCTIX	87-034,925	5,114,068	May 12, 2016	January 3, 2017