

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Party Princess International LLC		07/28/2017	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Greenline CDF Subfund XXIII LLC		
Street Address:	1324 15th Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4278971	PARTY PRINCESS PRODUCTIONS	
CORRESPONDENCE DATA			
Fax Number:	3032238096		
<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:	303.223.1296		
Email:	khigginbotham@bhfs.com		
Correspondent Name:	Kacey L. Higginbotham		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	019753.0004		
NAME OF SUBMITTER:	Kacey L. Higginbotham		
SIGNATURE:	/kaceylhigginbotham/		
DATE SIGNED:	07/31/2017		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 28, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this "IP Security Agreement"), is made by PARTY PRINCESS INTERNATIONAL LLC, a Colorado limited liability company (the "Grantor") in favor of GREENLINE CDF SUBFUND XXIII LLC (together with its successors, the "Lender")

WHEREAS, pursuant to the Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, as Holdings, CREATIVE COSTUMES, LLC, a Delaware limited liability company, ("Borrower"), and Lender, Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, as collateral security to guarantee Borrower's Indebtedness, the Grantor has granted to the Lender, a security interest in all of the Grantor's right, title, and interest in and to certain Collateral, including certain of their copyrights, trademarks, and patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Lender, as follows:

SECTION 1 Grant of Security. Grantor hereby grants to the Lender, a security interest in all of Grantor's right, title and interest in and to the following (the "Collateral"), as collateral security to guarantee the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Borrower's Indebtedness:

(a) (i) all registered intellectual property consisting of trademarks, as identified in Schedule 1 (but excluding in all cases any application for registration of a trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above; and

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above.

SECTION 2 Recordation. Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 3 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4 Governing Law. Section 8.12 of the Credit Agreement is incorporated *mutatis mutandis*.

SECTION 5 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement, as applicable, shall govern.

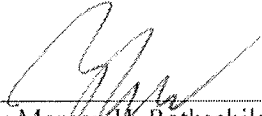
SECTION 6 Notice. Section 8.3 of the Credit Agreement is incorporated *mutatis mutandis*.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

PARTY PRINCESS INTERNATIONAL LLC

By  _____
Name: Morgan H. Rothschild
Title: President

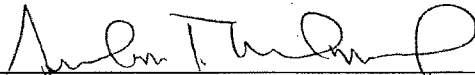
[Signature Page To Intellectual Property Security Agreement]

LENDER:

GREENLINE CDF SUBFUND XXIII LLC,
a Delaware limited liability company

By: Greenline Community Development Fund,
LLC, its Managing Member

By: Greenline Community Ventures LLC, its
Managing Member

By 
Name: Andrew T. Walvoord
Title: Vice President

SCHEDULE 1

TRADEMARKS

U.S. Trademarks

Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Reg. Date	Registered Owner
PARTY PRINCESS PRODUCTIONS	4278971	U.S.	May 24, 2012	January 22, 2013	PARTY PRINCESS INTERNATIONAL LLC