

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442357

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Primitive Company		07/31/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merchant Factors Corp.		
<b>Street Address:</b>	1441 Broadway		
<b>Internal Address:</b>	22nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4486924	PRIMITIVE APPAREL	
<b>Registration Number:</b>	4837448	PRIMITIVE SKATEBOARDING	
<b>Serial Number:</b>	87443250	PLEASE SKATEBOARDS	
<b>Serial Number:</b>	87443241	PLEASE SKATEBOARDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8188279060		
<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>			
<b>Phone:</b>	(818) 827-9000		
<b>Email:</b>	jkobulnick@bg.law		
<b>Correspondent Name:</b>	Jeffrey A. Kobulnick		
<b>Address Line 1:</b>	Brutzkus Gubner Rozansky Seror Weber LLP		
<b>Address Line 2:</b>	21650 Oxnard Street, Suite 500		
<b>Address Line 4:</b>	Woodland Hills, CALIFORNIA 91367		
<b>ATTORNEY DOCKET NUMBER:</b>	2464.102 RC JAK		
<b>NAME OF SUBMITTER:</b>	Jeffrey A. Kobulnick		
<b>SIGNATURE:</b>	/Jeffrey A. Kobulnick/		
<b>DATE SIGNED:</b>	09/07/2017		

CH \$115.00 4486924

**Total Attachments: 2**

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source=Grant of Security Interest in and Mortgage of United States Trademarks#page2.tif

**GRANT OF SECURITY INTEREST IN AND MORTGAGE OF  
UNITED STATES TRADEMARKS**

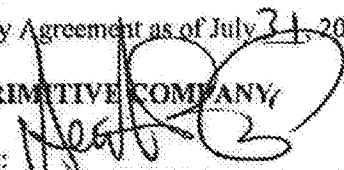
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **Primitive Company**, a California corporation with its principal place of business at 9223 Eton Avenue, Chatsworth, California 91311 ("Grantor"), hereby assigns, grants and mortgages to **Merchant Factors Corp.**, a New York corporation with offices at 1441 Broadway, 22nd Floor, New York, New York, 10018 and 800 South Figueroa Street, Suite 730, Los Angeles California ("Grantee"), a collateral security interest in and a general lien upon, and a conditional assignment of the following (collectively referred to herein as the "Collateral"): (a) all of Grantor's right, title and interest in and to, and arising after the date hereof, the United States trademarks, trademark registrations and trademark applications (the "Trademarks") set forth on Schedule A attached hereto and as amended, supplemented or modified from time to time; (b) the goodwill of the business of Grantor symbolized by each of the Trademarks; (c) in each case, together with all proceeds as set forth in the Agreement (as defined below); and (d) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, claim of unfair competition and related causes of action regarding the same.

THIS GRANT OF SECURITY INTEREST IN AND MORTGAGE OF UNITED STATES TRADEMARKS (this "Security Agreement") is entered into to secure the full and prompt performance and payment of all the "Obligations" of the Grantor, as such term is defined in the Intellectual Property Collateral Assignment and Security Agreement between the Grantor and the Grantee, dated as of July 31, 2017 (as amended from time to time, the "IP Agreement"). Upon the occurrence of an Event of Default, as that term is defined in the Agreement, which remains uncured after the cure period provided in the Agreement, Grantee shall exercise its rights and remedies with respect to the Collateral. This Security Agreement has been entered into in conjunction with the intellectual property collateral assignment and security interest granted to the Grantee under the IP Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Security Agreement are deemed to conflict with the IP Agreement, the provisions of the IP Agreement shall govern.

Grantor and Grantee hereby acknowledge and agree that the security interest in the Collateral may be terminated in accordance with the terms of the IP Agreement.

The undersigned have executed this Security Agreement as of July 31, 2017.

PRIMITIVE COMPANY

By:   
Name: Heath Brinkley  
Title: CEO

MERCHANT FACTORS CORP.


By:   
Name: William Keenan  
Title: Senior Vice President

EXHIBIT A

United States Trademark Registrations

Mark	Registration No.
PRIMITIVE APPAREL	4486924
PRIMITIVE SKATEBOARDING	4837448

United States Trademark Applications

Mark	Serial No.
PLEASE SKATEBOARDS	87443250
PLEASE SKATEBOARDS	87443241

*Grant Of Security Interest In And Mortgage of US Trademark revised from KE revised 7-28-17*