

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443033

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GRUNT STYLE, LLC		09/06/2017	Limited Liability Company: ILLINOIS
GRUNT STYLE EVENTS, LLC		09/06/2017	Limited Liability Company: ILLINOIS
GRUNT FIT APP, LLC		09/06/2017	Limited Liability Company: ILLINOIS
AMERICAN GRIT LLC		09/06/2017	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	C3 CAPITAL PARTNERS III, L.P.
Street Address:	1511 Baltimore, Suite 500
Internal Address:	c/o C3 Capital, LLC
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64105
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5065986	AMERICAN GRIT
Registration Number:	5048570	G S
Registration Number:	5040248	GRUNT STYLE US 1776
Registration Number:	4986778	GRUNT FEST
Registration Number:	4982053	BEER GUARANTEE
Registration Number:	4991746	"GRUNT STYLE", "THIS WE'LL DEFEND"; "GS

CORRESPONDENCE DATA

Fax Number: 3142592020

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.

Phone: 3142592000

Email: susan.murphy@bryancave.com

Correspondent Name: Bryan Cave LLP

TRADEMARK

Address Line 1: 211 North Broadway, Suite 3600
Address Line 4: St Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER: 0559493

NAME OF SUBMITTER: Wesley Fields

SIGNATURE: /Wesley Fields/

DATE SIGNED: 09/13/2017

Total Attachments: 8

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This agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor and Subordination Agreement (the “Subordination Agreement”) dated as of September 6, 2017 among C₃ Capital Partners III, L.P., a Delaware limited partnership (the “Subordinated Creditor”), Grunt Style LLC, an Illinois limited liability company (“Borrower”), and Bank of America, N.A. (“Lender”), to the Senior Debt (as defined in the Subordination Agreement) to Senior Lender, as such Senior Debt has been and hereafter may be amended, supplemented or otherwise modified from time to time; and each holder of this instrument, by its acceptance hereof, agrees to be bound by the provisions of the Subordination Agreement.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Grunt Style LLC)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is dated as of September 6, 2017, and is by and between GRUNT STYLE, LLC, an Illinois limited liability company (“Grunt Style”), GRUNT STYLE EVENTS, LLC, an Illinois limited liability company (“Events”), GRUNT FIT APP, LLC, an Illinois limited liability company (“Fit App”), and AMERICAN GRIT LLC, an Illinois limited liability company (“Grit” and together with Grunt Style, Events and Fit App, collectively, “Issuers”, each of them, an “Issuer”, and the Issuers together with each other Person who may be joined as a party hereto from time to time, each, individually, a “Debtor” and collectively, the “Debtors”) and C₃ CAPITAL PARTNERS III, L.P., a Delaware limited partnership (together with its successors and assigns, “Purchaser”).

RECITALS

The following recitals are a material part of this Agreement.

WHEREAS, Issuers and Purchaser are parties to that certain Securities Purchase Agreement of even date herewith (as amended, modified, restated or supplemented from time to time, the “Securities Purchase Agreement”), pursuant to which, among other things, Issuers have agreed to issue and sell, and Purchaser, subject to the terms and conditions of the Securities Purchase Agreement, has agreed to purchase from Issuers the Notes (as defined in the Securities Purchase Agreement and as each as amended, modified, restated, renewed or supplement from time to time, collectively, the “Notes”). All capitalized terms used in this Agreement without definition have the definitions given to them in the Securities Purchase Agreement.

WHEREAS, as a condition precedent to entering into the Securities Purchase Agreement and purchasing the Notes as contemplated by the Securities Purchase Agreement, Debtor has executed and delivered that certain Security Agreement dated September 6, 2017 between Debtor and the Purchaser (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, Issuers have granted to Purchaser a security interest in, among other property, certain intellectual property of Issuers, and has agreed thereunder to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Obligations, Issuers hereby grant to the Purchaser, a security interest in all of Issuer's right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the United States of America or any state thereof (the "**Collateral**");

(a) all patents, patent applications, and all patentable inventions, including those claimed or disclosed therein and all improvements thereto ("**Patents**");

(b) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill symbolized thereby ("**Trademarks**");

(c) all copyrights, including, without limitation, copyrights in Software, internet web sites and the content thereof, whether registered or unregistered ("**Copyrights**");

(d) all trade secrets in know-how, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, "**Trade Secrets**");

(e) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof, if any; and

(f) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (e), the security interest created hereby shall not extend to, and the term "**Collateral**" shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Purchaser under this Agreement secures the payment of all Obligations of Debtors now or hereafter existing under or in respect of the Securities Purchase Agreement, Notes and all other Investment Documents containing Obligations (as such Investment Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Issuers authorize and request that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, 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. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Debtors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Purchaser with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF MISSOURI, WITHOUT REGARD FOR ITS CONFLICTS OF LAW PRINCIPLES.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE GENERAL JURISDICTION OF THE SUPREME COURT OF THE STATE OF MISSOURI (THE "MISSOURI SUPREME COURT"), AND THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI (THE "FEDERAL DISTRICT COURT," AND TOGETHER WITH THE MISSOURI SUPREME COURT, THE "MISSOURI COURTS") AND APPELLATE COURTS FROM EITHER OF THEM; *PROVIDED* THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 13 WOULD OTHERWISE REQUIRE TO BE ASSERTED

IN A LEGAL ACTION OR PROCEEDING IN A MISSOURI COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, (III) IF ALL SUCH MISSOURI COURTS DECLINE JURISDICTION OVER ANY PERSON, OR DECLINE (OR, IN THE CASE OF THE FEDERAL DISTRICT COURT, LACK) JURISDICTION OVER ANY SUBJECT MATTER OF SUCH ACTION OR PROCEEDING, A LEGAL ACTION OR PROCEEDING MAY BE BROUGHT WITH RESPECT THERETO IN ANOTHER COURT HAVING JURISDICTION AND (IV) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A MISSOURI COURT) IN ANY SUCH ACTION OR PROCEEDING.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN SECTION 6(b). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 7.14 OF THE SECURITIES PURCHASE AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.


SECTION 7. Subordination Agreement. Notwithstanding anything herein to the contrary, in the event of any conflict between any provision in this Agreement and any provision in the Subordination Agreement, such provision in the Subordination Agreement shall control.

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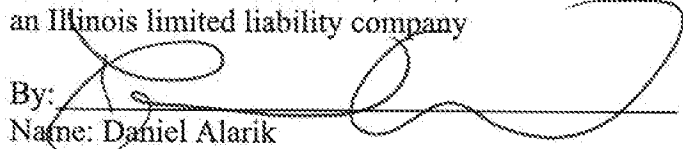
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

ISSUER:

GRUNT STYLE, LLC,
an Illinois limited liability company


By: 
Name: Daniel Alarik
Title: Manager

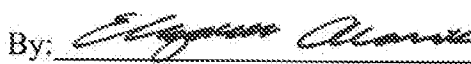
GRUNT STYLE EVENTS, LLC,
an Illinois limited liability company

By: 
Name: Daniel Alarik
Title: Member


By: 
Name: Elizabeth Alarik
Title: Member

GRUNT FIT APP, LLC,
an Illinois limited liability company

By: 
Name: Daniel Alarik
Title: Member

By: 
Name: Elizabeth Alarik
Title: Member

AMERICAN GRIT LLC,
an Illinois limited liability company

By: 
Name: Daniel Alarik
Title: Manager

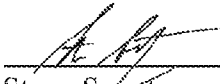
ISSUERS' SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT

IN WITNESS WHEREOF, ISSUERS and PURCHASER have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

PURCHASER:

C₃ CAPITAL PARTNERS III, L.P.,
a Delaware limited partnership

By: C₃ Partners III, LLC
Its: General Partner

By: 

Steve Swartzman, Manager

PURCHASER'S SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

SCHEDULE I

US Trademark Registrations:

1. Registration No. 5065986, Mark: AMERICAN GRIT
2. Registration No. 5048570, Mark: GS and design
3. Registration No. 5040248, Mark: GRUNT STYLE and design
4. Registration No. 4986778, Mark: GRUNT FEST
5. Registration No. 4982053, Mark: BEER GUARANTEE
6. Registration No. 4991746, Mark: GRUNT STYLE, GS, THIS WE'LL DEFEND and design