

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM443548

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	3		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CORMORANT LWD INC.		09/14/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	2321 Rosecrans Avenue, Suite 5000, MC-4605q		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4234090	LOLLY WOLLY DOODLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3236512577		
<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>	3238521000		
<b>Email:</b>	sbarnett@frandzel.com		
<b>Correspondent Name:</b>	Loren Gordon Esq./Sandy Barnett		
<b>Address Line 1:</b>	1000 Wilshire Blvd., 19th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>NAME OF SUBMITTER:</b>	Loren R Gordon Esq.		
<b>SIGNATURE:</b>	/s/ Loren R Gordon Esq.		
<b>DATE SIGNED:</b>	09/18/2017		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 14, 2017, by and between COMERICA BANK ("Bank") and CORMORANT LWD INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loan") in the amounts and manner set forth in that certain letter agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement") and evidenced by, inter alia, that certain Installment Note of even date herewith in the principal face amount of \$1,218,250.00, executed by Grantor in favor of Bank (as the same may be amended, modified or supplemented from time to time, the "Note"). Bank is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement and Note.

B. Pursuant to the terms of that certain Security Agreement of even date herewith executed by Grantor in favor of Bank (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; capitalized terms used herein are used as defined in the Security Agreement), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

Now, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, the Note, and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. Notwithstanding the foregoing, the Intellectual Property Collateral shall *not* include any intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under applicable law.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BANK:

COMERICA BANK

By: 

Name: Laura H. Alfaro  
Title: Vice President

BORROWER:

CORMORANT LWD INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Daniel Frydenlund  
Title: President

Address of Bank:  
2321 Rosecrans Avenue, Suite 5000  
MC-4605  
El Segundo, CA 90245  
Attention: Laura Alfaro, Vice President

Address of Borrower:  
1732 Wazee Street, Suite 202  
Denver, CO 80202  
Attn: Greg Kincade

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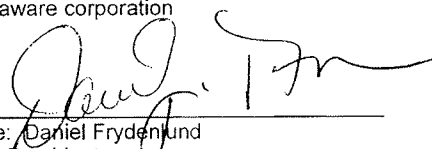
BANK:

COMERICA BANK

By: \_\_\_\_\_  
Name: Laura H. Alfaro  
Title: Vice President

BORROWER:

CORMORANT LWD INC.,  
a Delaware corporation

By:   
Name: Daniel Frydenlund  
Title: President

Address of Bank:  
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1732 Wazee Street, Suite 202  
Denver, CO 80202  
Attn: Greg Kincade

EXHIBIT A

Copyrights

Description

Registration  
Number \_\_\_\_\_ Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
None.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/ Application Date</u>
LOLLY WOLLY DOODLE	4,234,090	10/30/12