

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451590

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PACIFIC DIRECT MARKETING		11/20/2017	Corporation: CALIFORNIA
IBOATS, INC.		11/20/2017	Corporation: NEVADA
SPECIALTY MERCHANDISE CORPORATION		11/20/2017	Corporation: CALIFORNIA
EMERCHANTCLUB, LLC		11/20/2017	Limited Liability Company: CALIFORNIA
GRACE LOCKE MARINE LLC		11/20/2017	Limited Liability Company: COLORADO
LAKE RED ROCK LLC		11/20/2017	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	221 S. Figueroa St., Suite 210
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90012
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2344158	AMERICA'S BEST HOME BUSINESS OPPORTUNITY
Registration Number:	4457938	ZINGZ & THINGZ
Registration Number:	4432201	IBIZUS
Registration Number:	4741919	
Registration Number:	4741915	LORENZ & JONES
Registration Number:	4621078	LIGHTNING START
Registration Number:	4031157	POWER SOURCE BATTERIES
Registration Number:	5157198	MIGHTY MITE
Registration Number:	5098152	MIGHTY MITE
Registration Number:	4917015	LOAD MATE
Registration Number:	3785846	SECURESTACK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4261094	ENDURATOP
Registration Number:	4261093	ENDURACOVER
Registration Number:	4300440	AQUA SHIELD
Registration Number:	4311448	IBOATS.COM
Registration Number:	4256149	IBOATS

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 2834.314

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 11/20/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of November 20, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, as the lender (in such capacity, together with its successors and permitted assigns, "Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between Grantors and Bank, Bank has agreed to make certain loans and other financial accommodations for the benefit of the Borrower.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Borrower's Obligations, Grantors hereby grant to Bank a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests in the Collateral granted to Bank pursuant to the Loan Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantors and their successors and assigns and shall inure to the benefit of the Bank and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

[signature page follows]

IN WITNESS WHEREOF, Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

PACIFIC DIRECT MARKETING, a California corporation

IBOATS, INC., a Nevada corporation

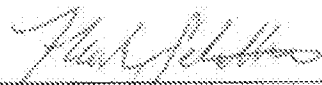
SPECIALTY MERCHANDISE CORPORATION, a California corporation

By: 
Name: Mark Schelbert
Title: Chief Executive Officer

EMERCHANTCLUB, LLC, a California limited liability company

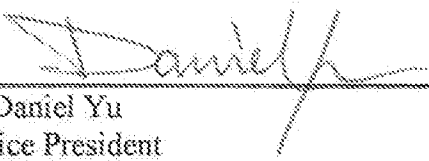
GRACE LOCKE MARINE LLC, a Colorado limited liability company

LAKE RED ROCK LLC, a Colorado limited liability company

By: 
Name: Mark Schelbert
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, as the lender

By: 
Name: Daniel Yu
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE	GRANTOR
AMERICA'S BEST HOME BUSINESS OPPORTUNITY	75398508	2344158	04/18/00	Specialty Merchandise Corporation
ZINGZ & THINGZ	85857942	4457938	12/31/13	Pacific Direct Marketing
IBIZUS	85890922	4432201	11/12/13	eMerchantClub, LLC
None [Design only]	86229300	4741919	05/26/15	Grace Locke Marine LLC
LORENZ & JONES	86228415	4741915	05/26/15	Grace Locke Marine LLC
LIGHTNING START	86228365	4621078	10/14/14	Grace Locke Marine LLC
POWER SOURCE BATTERIES	85202253	4031157	09/27/11	Grace Locke Marine LLC
MIGHTY MITE	86809505	5157198	03/07/17	Lake Red Rock LLC
MIGHTY MITE	86481447	5098152	12/13/16	Lake Red Rock LLC
LOAD MATE	86481430	4917015	03/15/16	Lake Red Rock LLC
SECURESTACK	77665315	3785846	05/04/10	Lake Red Rock LLC
ENDURATOP	85610859	4261094	12/18/12	iBoats, Inc.
ENDURACOVER	85610850	4261093	12/18/12	iBoats, Inc.
AQUA SHIELD	85610830	4300440	03/12/13	iBoats, Inc.
IBOATS.COM	85427072	4311448	04/02/13	iBoats, Inc.
IBOATS	85427025	4256149	12/11/12	iBoats, Inc.

TRADEMARK APPLICATIONS

None