

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KINGPIN TATTOO SUPPLY, LLC		11/14/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4163323	KINGPIN TATTOO SUPPLY	
Registration Number:	4623524		
Registration Number:	4631352	PRO-DESIGN	
Registration Number:	4967175	SLOT-LOCK NEEDLE CARTRIDGE	
CORRESPONDENCE DATA			
Fax Number:	6465584206		
<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:	2023464041		
Email:	sabella@goodwinlaw.com		
Correspondent Name:	Serv R. Abella		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	901 New York Avenue, NW		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Serv R. Abella		
SIGNATURE:	/s/ Serv R. Abella		
DATE SIGNED:	12/08/2017		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 14, 2017, (the “Trademark Security Agreement”), is made by each of the entities listed on the signature pages hereof (each, a “Grantor” and, collectively, the “Grantors”), in favor of Golub Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 14, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among NBG HOLDING CORP., a Delaware corporation (the “Initial Borrower” and, prior to the consummation of the Closing Date Acquisition, the “Borrower”), upon consummation of the Closing Date Acquisition, NEXUS BRANDS GROUP, INC., a Delaware corporation (“Nexus” and, as the surviving entity after giving effect to the Closing Date Acquisition, the “Borrower”), NBG INTERMEDIATE HOLDING CORP., a Delaware corporation (“Holdings”), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Golub Capital LLC, as Administrative Agent for the Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Initial Borrower and Nexus) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured

Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (for the avoidance of doubt, no Lien or security interest is granted hereunder on any Excluded Property) (the "Trademark Collateral"):

- (a) all of its Trademarks (other than any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent indemnity obligations to the extent no claims giving rise thereto have been asserted) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 7. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

IMPORTLA, LLC
KINGPIN TATTOO SUPPLY, LLC
CRITICAL TATTOO SUPPLY, LLC, each as a
Grantor

By: *Kyle W*
Name: Kyle Winkler
Title: Secretary, Treasurer and Vice President of
Finance

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006224 FRAME: 0361

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006224 FRAME: 0362

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Registration Number	Registration Date	Mark/Design	Jurisdiction	Owner of Record
4626222	10/21/2014	Apex	USA	ImportLA, LLC
4608856	9/23/2014	Drifter	USA	ImportLA, LLC
4602388	9/9/2014	Prime	USA	ImportLA, LLC
3508008	9/30/2008	Comfort Soul	USA	ImportLA, LLC
4201638	9/4/2012	Diablo	USA	ImportLA, LLC
3922939	2/22/2011	Envy	USA	ImportLA, LLC
4198473	8/28/2012	Friction	USA	ImportLA, LLC
4282817	1/29/2013	Hummingbird	USA	ImportLA, LLC
4309134	3/26/2013	Rage	USA	ImportLA, LLC
4183007	7/31/2012	Storm	USA	ImportLA, LLC
3408107	4/8/2008	TAT Soul	USA	ImportLA, LLC
4384734	8/13/2013	TAT Soul	USA	ImportLA, LLC
4354794	6/18/2013			
4358716	6/25/2013			
4362000	7/2/2013			
4347498	6/4/2013			
4202357	9/4/2012	Valor	USA	ImportLA, LLC
3922940	2/22/2011	Wrath	USA	ImportLA, LLC
4345806	06/04/2013	Pride	USA	ImportLA, LLC
4439067	11/26/2013	Vortex	USA	ImportLA, LLC
4478277	2/4/2014	Ergo Form	USA	ImportLA, LLC
4473333	1/28/2014	Forte	USA	ImportLA, LLC
4305333	3/19/2013	Comfort Groom	USA	ImportLA, LLC
4559875	7/1/2014	Hemi-lock	USA	ImportLA, LLC
5089210	11/29/2016	Nexus	USA	ImportLA, LLC
4810300	9/8/2015	Vanguard	USA	ImportLA, LLC
5153153	3/7/2017	FURBO	USA	ImportLA, LLC
4810304	9/8/2015	MAKO	USA	ImportLA, LLC
4163323	06/26/2012		USA	Kingpin Tattoo Supply, LLC
4623524	10/21/2014		USA	Kingpin Tattoo Supply, LLC

Registration Number	Registration Date	Mark/Design	Jurisdiction	Owner of Record
4631352	11/04/2014	PRO-DESIGN	USA	Kingpin Tattoo Supply, LLC
4967175	5/31/2016	SLOT-LOCK NEEDLE CARTRIDGE	USA	Kingpin Tattoo Supply, LLC
4850873	11/10/2015	CRITICAL TATTOO	USA	Critical Tattoo Supply, LLC

2. TRADEMARK APPLICATIONS

Application Number	Filing Date	Mark/Design	Jurisdiction	Owner of Record
87/096,606	7/7/2016	NOVA	USA	ImportLA, LLC
87/558,999	8/7/17	ENSO	USA	ImportLA, LLC
87/421,074	4/21/2017	ATOM	USA	Critical Tattoo Supply, LLC
87/110,602	7/20/2016	ATOM	USA	Critical Tattoo Supply, LLC
87/421,107	4/21/2017	CRITICAL	USA	Critical Tattoo Supply, LLC
87/492,770	6/16/2017	REVEL	USA	Critical Tattoo Supply, LLC