

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM454055

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSBC Bank USA, N.A.		12/05/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Bank of the West		
Street Address:	300 SOUTH GRAND AVENUE		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	87337503	420LOCK	
Serial Number:	87073117	AUTOCRATE	
Serial Number:	87218276	BUILT TUFF TO LAST	
Serial Number:	86650843	COLLAPSI-CRATE	
Serial Number:	86650786	FOLD-A-CRATE	
Serial Number:	86907037	G GREEN MARINE	
Serial Number:	86850316	GREEN PACK	
Serial Number:	86649302	GREENMADE	
Serial Number:	87270557	GREENMADE	
Serial Number:	86649289	GREENMAID	
Serial Number:	86649247	GREENMAKE	
Serial Number:	86649287	INSTA-CRATE	
Serial Number:	86656683	INSTA-CRATE	
Serial Number:	87324415	INSTALOCK	
Serial Number:	86650795	INTELLI-CRATE	
Serial Number:	87328892	MARIJUANA LOCK	
Serial Number:	87337494	POTLOCK	
Serial Number:	86854442	PROFESSIONAL BOX	
Serial Number:	87218295	PROFESSIONAL GRADE	

OP \$665.00 87337503

Property Type	Number	Word Mark
Serial Number:	87326149	STORAGE LOCK
Serial Number:	87270592	STURDY IS OUR NAME
Serial Number:	87329203	TUFF 'N STRONG
Serial Number:	87262794	TUFF 'N STURDY
Serial Number:	87329176	TUFF 'N STURDY
Serial Number:	87365799	US
Serial Number:	87365809	US US MERCHANTS FACILITIES THROUGHOUT NO

CORRESPONDENCE DATA

Fax Number: 2136208816

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: 213-622-5555

Email: shanks@allenmatkins.com

Correspondent Name: Pauline M. Stevens, Esq.

Address Line 1: 865 South Figueroa Street

Address Line 2: Suite 2800

Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER:	Pauline Stevens
SIGNATURE:	/PMS/
DATE SIGNED:	12/11/2017

Total Attachments: 12

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**CONFIRMATORY ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT
(U.S. MERCHANTS FINANCIAL GROUP, INC.)**

This Confirmatory Assignment of Trademark Security Agreement (this "Confirmatory Assignment") is executed as of December 5, 2017 by HSBC BANK USA, N.A. (the "Assignor"), in favor of BANK OF THE WEST (the "Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Security Agreement (as defined below).

WHEREAS, pursuant to a Credit Agreement dated as of March 23, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Assignor, as Administrative Agent, THE MERCHANT OF TENNIS, INC., a California corporation (the "Borrower"), and the other Lender (the "Lenders") and other parties thereto, the Lenders agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, pursuant to a Security Agreement dated as of March 23, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Assignor, the Borrower and subsidiaries or affiliates of the Borrower, including, U.S. MERCHANTS FINANCIAL GROUP, INC., a California corporation, (the "Grantor"), the Grantor entered into a Trademark Security Agreement (the "Trademark Security Agreement") in favor of the Assignor, as Administrative Agent under the Credit Agreement for the benefit of the Secured Parties pursuant to the Grantor granted a security interest in all of its right, title and interest in or to the Trademark Collateral, including any United States Trademarks identified in Schedule I to the Trademark Security Agreement.

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office as File Number 421383 on March 27, 2017.

WHEREAS, pursuant to the Resignation and Appointment Agreement, Joinder and Second Amendment dated as of December 5, 2017 (the "Second Amendment") among the Assignor, as the former Administrative Agent, the Assignee, as successor Administrative Agent, the Borrower, the Lenders and the other parties thereto, the Assignor resigned as Administrative Agent and irrevocably assigned and delegated to the Assignee all of its rights, authority and powers, as Administrative Agent, and the Assignee was appointed as successor Administrative Agent and vested with, and succeeded to the rights, authority and powers of the Administrative Agent under the Loan Documents.

WHEREAS, pursuant to the Second Amendment, Assignor transferred to the Assignee all Collateral held under the Security Agreement, including any and all of its interests in the Trademark Collateral which heretofor had been acquired from the Grantor pursuant to the Trademark Security Agreement, and agreed to executed and deliver to the Assignee, or otherwise authorized the filing of, any amendments to financing statements or similar documents, and agreed to take other such action as would be necessary or appropriate in connection with the assignment to the Assignee of the security interests created under the Security Agreement.

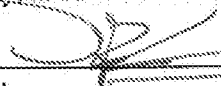
NOW, THEREFORE, in consideration of the premises and agreements, and provision contained herein, the Assignor, as the former Administrative Agent, acknowledges and agrees that it has assigned and transferred to the Assignee, as successor Administrative Agent, and the Assignee, as successor Administrative Agent, acknowledges and agrees that it has succeeded to all right, title and interest in and to the Trademark Collateral of the Grantor held by Assignor, in its capacity as former Administrative Agent.

Notwithstanding anything herein to the contrary, in the event of any conflict between the terms of the Second Amendment and this Confirmatory Assignment, the terms of the Second Amendment shall govern. This Confirmatory Assignment shall be governed by, and construed in accordance with, the law of the State of California, without regard to conflicts of law principals that would require application of another law. This Confirmatory Assignment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Images of signatures transmitted by facsimile or other electronic transmission (e.g., "pdf" or "tif") shall be effective as originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Confirmatory Assignment on
December 5, 2017.

BANK OF THE WEST,
individually, as successor Administrative Agent

By: 
Name: Bank of The West
Title: David Krauss
Managing Director

HSBC BANK USA, N.A.,
individually, as former Administrative Agent

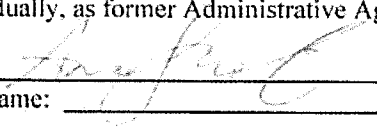
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have duly executed this Confirmatory Assignment
on December ___, 2017.

BANK OF THE WEST,
individually, as successor Administrative Agent

By: _____
Name: _____
Title: _____

HSBC BANK USA, N.A.,
individually, as former Administrative Agent

By:  _____
Name: _____
Title: _____

Asma Alghofailey
Vice President

Signature Page to Confirmatory Assignment of Trademark Security Agreement
(U.S. Merchants Financial Group, Inc.)

1091341.01/LA

S-1

TRADEMARK
REEL: 006225 FRAME: 0544

U.S. MERCHANTS FINANCIAL GROUP, INC.
TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 23, 2017, made by each of the Persons listed on the signature pages hereto (each a “Grantor” and collectively, the “Grantors”), in favor of HSBC Bank USA, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WHEREAS, pursuant to the Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”; capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the Security Agreement), the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

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

Section 1. **Grant of Security**. Each Grantor hereby unconditionally pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and to all of such Grantor’s right, title and interest in or to the following assets and properties whether now owned or hereafter acquired or arising and wherever located or in which such Grantor now has or at any time hereafter acquires any right, title or interest in (collectively, the “Trademark Collateral”):

(a) the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by Applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any United States Trademark identified in Schedule I hereto).

Section 2. **Security for Secured Obligations.** The grant of a security interest in the Trademark Collateral by each Grantor under this Agreement secures the payment and performance of all of the Secured Obligations of the Secured Parties now or hereafter existing under the Credit Agreement.

Section 3. **Recordation.** Each Grantor authorizes the Commissioner for Trademarks to record and register this Agreement upon request by the Administrative Agent.

Section 4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

Section 5. **Authorization to Supplement.** Grantor shall comply with the obligations set forth in Section 4.4(b) of the Security Agreement in connection with obtaining rights to any new trademark application or issued trademark or become entitled to the benefit of any trademark application or trademark for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing trademark or trademark application. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of each Grantor identified on the schedules delivered by Grantors to the Administrative Agent pursuant to Section 4.4(b) of the Security Agreement and which become part of the Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 6. **Execution in Counterparts.** This Agreement may be executed in counterparts and by different parties hereto in different counterparts, each of which shall constitute an original and all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 8. **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of California (including Section 1656.5 of the Civil Code of the State of California), without regard to conflicts of law principals that would require application of another law.

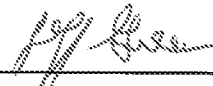
Section 9. **No Strict Construction**. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Section 10. **Severability**. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

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

GRANTOR:

U.S. MERCHANTS FINANCIAL GROUP, INC.

By: 
Name: JEFF GREEN
Title: President

Address for Notices:

8737 Wilshire Boulevard
Beverly Hills, CA 90211
Attention of Jeffrie Green
Telephone No. 310-228-4000 (Ext. 1056)
E-mail: JeffGreen@U-S-Merchants.com

RESTRICTED

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006225 FRAME: 0548

AGREED TO AND ACCEPTED:

HSBC BANK USA, N.A.,
as Administrative Agent

By: 

Name: ECLIFF JACKMAN

Title: VICE PRESIDENT

Address for Notices:

HSBC Bank USA, N.A.,

as Administrative Agent

Corporate Trust and Loan Agency

452 5th Avenue (8E6)

New York, NY 10018

RESTRICTED

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006225 FRAME: 0549

Trademark Registrations

Grantor	Mark	Reg. No. or Appln No.	Application Date	Registration Date	Status/Status Date
U.S. Merchants Financial Group, Inc.	Insta-Crate & Design	Appln No. 86/656,683 and International Reg. No. 1288182	June 9, 2015		Allowed - Intent to Use Statement of Use - Response After Non-Final Refusal Received February 23, 2017
	<u>420LOCK and Design</u>	SN: 87337503	February 15, 2017		Pending March 2, 2017
	<u>AUTOCRATE</u>	SN: 87073117	June 15, 2016		Pending - Response After Non-Final Refusal Supplemental Register March 9, 2017
	<u>BUILT TUFF TO LAST</u>	SN: 87218276	October 27, 2016		Published March 14, 2017
	<u>COLLAPSI-CRATE</u>	RN: 5032855 SN: 86650843	June 3, 2015	August 30, 2016	Registered August 30, 2016
	<u>FOLD-A-CRATE</u>	RN: 4970717 SN: 86650786	June 3, 2015	May 31, 2016	Registered Supplemental Register May 31, 2016
	<u>G GREEN MARINE and Design</u>	SN: 86907037	February 12, 2016		Pending - Publication Review Complete March 21, 2017
	<u>GREEN PACK and Design</u>	SN: 86850316	December 15, 2015		Pending - Publication Review Complete April 4, 2017
	<u>GREENMADE</u>	SN: 86649302	June 2, 2015		Allowed - Intent to Use Statement of Use - Registration Review Complete February 10, 2017
	<u>GREENMADE</u>	SN: 87270557	December 15, 2016		Pending - Publication Review Complete March 21, 2017
	<u>GREENMAID</u>	RN: 5046538 SN: 86649289	June 2, 2015	September 20, 2016	Registered September 20, 2016
	<u>GREENMAKE</u>	RN: 5032850 SN: 86649247	June 2, 2015	August 30, 2016	Registered August 30, 2016

	<u>INSTA-CRATE</u>	RN: 5046537 SN: 86649287	June 2, 2015	September 20, 2016	Registered September 20, 2016
	<u>INSTA-CRATE and Design</u>	SN: 86656683	June 9, 2015		Allowed - Intent to Use Statement of Use - Response After Non-Final Refusal Received February 23, 2017
	<u>INSTALOCK and Design</u>	SN: 87324415	February 3, 2017		Pending - Initialized February 7, 2017
	<u>INTELLICRATE</u>	RN: 5046543 SN: 86650795	June 3, 2015	September 20, 2016	Registered September 20, 2016
	<u>MARIJUANA LOCK and Design</u>	SN: 87328892	February 8, 2017		Pending February 21, 2017
	<u>POTLOCK and Design</u>	SN: 87337494	February 15, 2017		Pending - Initialized February 18, 2017
	<u>PROFESSIONAL BOX and Design</u>	RN: 5131517 SN: 86854442	December 18, 2015	January 31, 2017	Registered January 31, 2017
	<u>PROFESSIONAL GRADE and Design</u>	SN: 87218295	October 27, 2016		Pending - Publication Review Complete March 21, 2017
	<u>STORAGE LOCK and Design</u>	SN: 87326149	February 6, 2017		Pending - Initialized February 9, 2017
	<u>STURDY IS OUR NAME</u>	SN: 87270592	December 15, 2016		Pending - Non-Final Action Mailed February 8, 2017
	<u>TUFF'N STRONG</u>	SN: 87329203	February 8, 2017		Pending - Initialized February 13, 2017
	<u>TUFF'N STURDY</u>	SN: 87262794	December 8, 2016		Pending - Publication Review Complete March 21, 2017
	<u>TUFF'N STURDY and Design</u>	SN: 87329176	February 8, 2017		Pending - Initialized February 13, 2017
	<u>US and Design</u>	SN: 87365799	March 9, 2017		Pending - Initialized March 13, 2017

	US US MERCHANTS FACILITIES THROUGHOUT NORTH AMERICA AMBERSAND CANADA and Design	SN: 87365809	March 9, 2017		Pending - Initialized March 13, 2017
U.S. Merchants Financial Group, Inc. Design Name		Status/Status Date		Locarno Classes	
Container		United States (Design) Registered June 12, 2015		03.01 - Trunks, Suitcases, Briefcase, Handbags, Keyholders, Cases specially designed for their contents, Wallets and similar articles	
		Registration No.: D0762387 Registered: June 12, 2015 Application No.: 29530134 Filed: June 12, 2015 Published: August 02, 2016 Number of Designs: 7 Duration of Protection: 15			
Lid		United States (Design) Registered June 12, 2015		09.03 - Boxes, Cases, Containers, (Preserve) Tins or Cans	
		Registration No.: D0762471 Registered: June 12, 2015 Application No.: 29530136 Filed: June 12, 2015 Published: August 02, 2016 Number of Designs: 7 Duration of Protection: 15			

Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
N/A	N/A	N/A	N/A	N/A

TRADEMARK

REEL: 006225 FRAME: 0552

RECORDED: 12/11/2017