

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPECTRUM DIVERSIFIED DESIGNS, LLC		11/03/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK, AS ADMINISTRATIVE BANK		
Street Address:	135 N. LOS ROBLES AVE.		
Internal Address:	3RD FLOOR		
City:	PASADENA		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4122489	TWEET	
Registration Number:	3483483	SPECTRUM	
Serial Number:	87284366	SPECTRUM	
Serial Number:	87284313	SPECTRUM	
Registration Number:	1508057	SPECTRUM	
Registration Number:	5035725	FLEX-CORE	
Registration Number:	4852011	ICE MATH	
Registration Number:	5284607	CUPCAKE PEN	
Registration Number:	4441511	YOLK OUT	
Registration Number:	4428513	BASTING BUDDY	
Registration Number:	4421054	COLOSSAL	
Registration Number:	4400025	KING	
Registration Number:	4419854	ECOSHOPPER	
Registration Number:	3759174	PANCAKE PEN	
Registration Number:	3798306	TEAGO	
Registration Number:	3075655	TOVOLO	
Registration Number:	3692469	SPATULART	

CH \$440.00 4122489

CORRESPONDENCE DATA**Fax Number:** 3129021061

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: 312-577-8446**Email:** vickie.lee@kattenlaw.com**Correspondent Name:** VICKIE LEE C/O KATTEN MUCHIN ROSENMAN**Address Line 1:** 525 W. MONROE STREET**Address Line 4:** CHICAGO, ILLINOIS 60661-3693

NAME OF SUBMITTER:	VICKIE LEE
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SIGNATURE:	/VICKIE LEE/
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DATE SIGNED:	12/15/2017
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of November 3, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by SPECTRUM DIVERSIFIED DESIGNS, LLC, a Delaware limited liability company (the “Grantor”), in favor of EAST WEST BANK, as administrative agent (in such capacity, the “Administrative Agent”) for the lenders party to that certain Credit Agreement dated as of the date hereof among Grantor, the several banks and other lenders from time to time party thereto (the “Lenders”, and collectively with the Administrative Agent, the “Creditor Parties”), and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

Reference is also made to that certain Guarantee and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the Grantor and the other parties thereto in favor of the Administrative Agent for the benefit of the Credit Parties.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did, and hereby does, grant to Administrative Agent, its successors and assigns, for the benefit of the Credit Parties, a security interest in, all of Grantor’s right, title or interest in or to any and all of the following assets and properties (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any Intent-to-Use Applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such Intent-to-Use Applications matures into an Actual Use Application by the Grantor's receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an "Amendment to Alleged Use" or "Statement of Use," such Intent-to-Use Application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Actual Use Application.

SECTION 3. ***Security Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Creditor Parties with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 5. ***Execution In Counterparts.*** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

GRANTOR

SPECTRUM DIVERSIFIED DESIGNS,
LLC, a Delaware limited liability company

By: 

Name: AAARON GOODMAN

Title: CHIEF FINANCIAL OFFICER

Schedule I

Grantor	Mark (Country)	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
Borrower	Tweet (US)	85099954	08/04/10	4122489	04/03/12	Registered
Borrower	 (US)	77230507	07/16/07	3483483	08/12/08	Registered
Borrower	 (US)	87284366	12/29/16	N/A	N/A	
Borrower	Spectrum (US)	87284313	12/29/19	N/A	N/A	
Borrower	Spectrum (US)	73676121	08/03/87	1508057	10/11/88	Renewed (Registered)
Borrower	Flex-Core (US)	86885294	01/25/16	5035725	09/06/16	Registered
Borrower	Ice Math (US)	86239729	04/02/14	4852011	11/10/15	Registered
Borrower	Cupcake Pen (US)	87304568	01/17/17	5284607	09/12/17	Registered
Borrower	Yolk Out (US)	85914671	04/25/13	4441511	11/26/13	Registered
Borrower	Basting Buddy (US)	85874176	03/12/13	4428513	11/05/13	Registered
Borrower	Colossal (US)	85843172	02/07/13	4421054	10/22/13	Registered
Borrower	King (US)	85843164	02/07/13	4400025	09/10/13	Registered
Borrower	Ecoshopper (US)	85789807	11/28/12	4419854	10/15/13	Registered
Borrower	PancakePen (US)	77707826	04/06/09	3759174	03/09/10	Registered
Borrower	Teago (US)	77700358		3798306	06/08/10	Registered
Borrower	Tovolo (US)	78401970	04/14/04	3075655	04/04/06	Registered
Borrower	Spatulart (US)	77698901	03/25/09	3692469	10/06/09	Registered
Borrower	Spatulart (Hong Kong)	302026755	09/07/11	302026755	01/20/12	Registered
Borrower	Standz (Hong Kong)	302026746	09/07/11	302026746	01/20/12	Registered
Borrower	Tovolo (Republic of Korea)	40-966641	05/30/12	4009666410000	04/30/13	Registered
Borrower	Tovolo (Japan)	538086	10/12/10	5438086	09/09/11	Registered
Borrower	Tovolo (Australia)	1383925	09/16/10	1383925	07/08/11	Registered
Borrower	Tovolo (New Zealand)	830567	09/16/10	830567	03/16/11	Registered
Borrower	Tovolo (India)	2025971	09/21/10	2025972	10/03/11	Registered
Borrower	Tovolo (Hong Kong)	302026737	09/07/11	302026737	01/20/12	Registered
Borrower	Tovolo (EPO)	9378878	09/16/10	009378878	03/01/11	Registered
Borrower	Tovolo (China)	9929253	09/05/11	9929253	11/07/12	Registered
Borrower	Tovolo (China)	9929254	09/05/11	9929254	11/07/12	Registered