

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SLICKDEALS, LLC		12/29/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK, AS AGENT FOR THE LENDERS		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4432278	\$D SLICKDEALS	
Registration Number:	4432277	\$D	
Registration Number:	3416831	SLICKDEALS	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLASNANCE/CCD		
DATE SIGNED:	01/12/2018		
Total Attachments: 7			
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 29, 2017 by and between **PACIFIC WESTERN BANK**, as Agent for the Lenders ("**Agent**") and **SLICKDEALS, LLC**, a Delaware limited liability company ("**Grantor**").

RECITALS

A. Reference is made to that certain Amended and Restated Loan Agreement (as the same may be amended, restated, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement), dated as of even date herewith, among Grantor, Slickdeals Holdings, LLC (together with Grantor, jointly and severally, "**Borrowers**"), Pacific Western Bank, as Agent and lender, KeyBank National Association, as lender (collectively, "**Lenders**"), and any other persons who are or may become party thereto, which Loan Agreement amends and restated that certain Loan and Security Agreement, dated August 22, 2013 among Pacific Western Bank (as successor in interest by merger to Square 1 Bank), as lender, and Borrowers.

B. Lenders have agreed to make certain additional advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in the Loan Agreement

C. Extension of credit by the Lenders pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

D. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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, on the one hand and Agent and/or Lenders, on the other hand, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Agent and/or Lenders, on the one hand and Grantor, on the other hand, Grantor grants and pledges to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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 (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Agent for the benefit of the Lenders under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent and Lenders as a matter of law or equity. Each right, power and remedy provided for herein or in the Loan 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Agent, of any or all other rights, powers or remedies.

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


This Amended and Restated Intellectual Property Security Agreement amends and restated the Intellectual Property Security Agreement dated August 22, 2013 executed by the Grantor in favor of Pacific Western Bank.

SIGNATURE PAGE FOLLOWS

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

Grantor:

SLICKDEALS, LLC

By 
Name Joshua Meyers
Title CEO

Address of Grantor:

6010 S. Durango Drive
Las Vegas, NV 89113

Agent:

PACIFIC WESTERN BANK

By _____
Name _____
Title _____

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Amended and Restated Intellectual Property Security Agreement (Slickdeals)]

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

Grantor:

SLICKDEALS, LLC

By _____
Name _____
Title _____

Address of Grantor:

6010 S. Durango Drive
Las Vegas, NV 89113

Agent:

PACIFIC WESTERN BANK

By Stephen J. Berens
Name Stephen J. Berens
Title Vice President

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Amended and Restated Intellectual Property Security Agreement (Slickdeals)]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
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None.

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
\$D SLICKDEALS and Design	4432278	Nov 12, 2013
\$D and Design	4432277	Nov 12, 2013
SLICKDEALS and Design	3416831	Apr 29, 2008