

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460549

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MARPAC, LLC		01/30/2018	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CROSSFIRST BANK		
<b>Street Address:</b>	4435 Main St., Suite 1100		
<b>City:</b>	Kansas City		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	64111		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4761801	YOGABED	
<b>Registration Number:</b>	4761802	YOGAGEL	
<b>Registration Number:</b>	4761983		
<b>Registration Number:</b>	5318209	UNPLUG BY YOGABED	
<b>Serial Number:</b>	87567691	YOGABABY	
<b>Serial Number:</b>	87603976	YOGAHOME	
<b>Serial Number:</b>	87567651	YOGAPET	
<b>Serial Number:</b>	87567763	UN	
<b>Serial Number:</b>	87567804	UNPLUG	
<b>Serial Number:</b>	87567829	INSTANT RESPONSE YOGAFOAM	
<b>Serial Number:</b>	87699647	INSTANT RESPONSE YOGAFOAM	
<b>Serial Number:</b>	86324113	YOGAMATTRESS	
<b>Serial Number:</b>	87124560	33Z BY YOGABED	
<b>Serial Number:</b>	86932678	UNBOX YOUR DREAMS	
<b>Serial Number:</b>	86926579	MATTRESS 2.0	
<b>Serial Number:</b>	86324130	YOGAFOAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8165317545		

OP \$415.00 4761801

TRADEMARK

**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:** 816.460.2400  
**Email:** trademarks.us@dentons.com  
**Correspondent Name:** DENTONS US LLP  
**Address Line 1:** P.O. BOX 061080  
**Address Line 4:** CHICAGO, ILLINOIS 60606-1080

<b>NAME OF SUBMITTER:</b>	Brian R. McGinley
<b>SIGNATURE:</b>	/brm/
<b>DATE SIGNED:</b>	02/02/2018

**Total Attachments: 7**  
source=Marpac Notice of IP Sec Int for Filing#page1.tif  
source=Marpac Notice of IP Sec Int for Filing#page2.tif  
source=Marpac Notice of IP Sec Int for Filing#page3.tif  
source=Marpac Notice of IP Sec Int for Filing#page4.tif  
source=Marpac Notice of IP Sec Int for Filing#page5.tif  
source=Marpac Notice of IP Sec Int for Filing#page6.tif  
source=Marpac Notice of IP Sec Int for Filing#page7.tif

## NOTICE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Notice of Intellectual Property Security Interest (this “**Notice**”) is entered into and effective as of January 30, 2018, by and between **MARPAC, LLC**, a North Carolina limited liability company (including its successors by way of amalgamation, “**Grantor**”), and **CROSSFIRST BANK** (together with its successors and assigns “**Grantee**”) (collectively, the “**Parties**”).

WHEREAS Grantor has granted to Grantee a security interest in, among other things, all right, title and interests of Grantor in and to Grantor's trademarks referred to in Schedule “A” attached hereto, owned by Grantor (the “**Intellectual Property**”), pursuant to that certain Loan and Security Agreement dated as of December 16, 2016 (as amended through the date hereof, the “**Security Agreement**”); and,

WHEREAS the Parties desire to provide third parties with notice of the grant of security interest described in the preceding paragraph (the “**Security Interest**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grantor hereby agrees that the Security Agreement extends to and creates a security interest in favor of Grantee in the Intellectual Property.

2. The Parties agree that this Notice may be recorded with the United States Patent and Trademark Office and such other authorities as Grantee desires to provide notice to third parties of the Security Interest granted under the Security Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Notice is not intended to alter in any way the rights or obligations of the Parties set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Notice conflict with the Security Agreement, the terms of the Security Agreement shall govern.

3. This Notice may be executed in counterparts, each of which shall constitute an original and all of which shall, when taken together, constitute one and the same agreement, notwithstanding that all parties may not have signed all counterparts of this Notice.

*Remainder of page intentionally blank.  
Signature page follows.*

IN WITNESS WHEREOF, the Parties have entered into this Notice by and through their duly authorized representatives.

GRANTOR:

MARPAC, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Condon Wallace*  
Condon Wallace  
EVP

GRANTEE:

CROSSFIRST BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have entered into this Notice by and through their duly authorized representatives.

GRANTOR:

MARPAC, LLC

By: \_\_\_\_\_  
Name:  
Title:

GRANTEE:

CROSSFIRST BANK

By:  \_\_\_\_\_  
Name: **Ward Nixon**  
Title: **Managing Director**

## SCHEDULE A

### Trademarks

Trade	Mark	File	App. No.	App. Date	Reg. No.	Reg. Date	Status
<b>YOGABED</b>	YOGABED (word mark)	541/004	86324122	06/30/2014	4761801	06/23/2015	Registered; Affidavit of Continuing Use and Incontestability (§8 & §15) due June 23, 2021
<b>YOGABED</b>	YOGABED in Canada (word mark)	541/004.1	1,723,149	04/10/2015	TMA 944,807	08/02/2016	Registered; Renewal due August 2, 2031
<b>YOGABED</b>	YOGABED in European Com. (word mark)	541/004.2	14331474	07/06/2015	014331474	11/25/2015	Registered; Renewal due July 6, 2025
<b>YOGABED</b>	YOGABED in Thailand (word mark)	541/004.4	160117777	12/08/2016			Filed; Pending Examination
<b>YOGAGEL</b>	YOGAGEL (word mark)	541/006	86324133	06/30/2014	4761802	06/23/2015	Registered; Affidavit of Continuing Use and Incontestability (§8 & §15) due June 23, 2021
<b>YOGABABY</b>	YOGABABY (word mark)	541/007	87567691	08/14/2017			Refiled; Pending Prior application filed 08/06/2014; Abandoned 02/13/2017 due to lack of use and instructions after 02/13/2017 Notice of Abandonment (Statement of Use); Refiled 08/14/2017 and to be Published 12/19/20 17


Image	Mark	File	App. No.	App. Date	Reg. No.	Reg. Date	Status
<b>YOGAHOME</b>	YOGAHOME (word mark)	541/008	87603976	09/11/2017			Refiled; Pending Prior application filed 08/08/2014; Abandoned 08/15/2016 due to lack of use and instructions after 08/15/2016 Notice of Abandonment (Statement of Use); Refiled 09/11/2017 and to be Published 12/19/2017
<b>YOGAPET</b>	YOGAPET (word mark)	541/009	87567651	08/14/2017			Refiled; Pending Prior application filed 08/12/2014; Abandoned 02/13/2017 due to lack of use and instructions after 02/13/2017 Notice of Abandonment (Statement of Use); Refiled 08/14/2017 and to be Published 12/19/20 17
	Logo Design	541/010	86392600	09/11/2014	4761983	06/23/2015	Registered; Affidavit of Continuing Use and Incontestability (§8 & §15) due June 23, 2021
<b>UNPLUG BY YOGABED</b>	UNPLUG BY YOGABED (word mark)	541/019	87124529	08/02/2016	5318209	10/24/2017	Notice of Allowance Issued; Statement of Use filed 8/11/2017; Review prior to registration completed
<b>UN</b>	UN (Stylized)	541/021	87567763	08/14/2017			Filed; Pending; Notice of Suspension issued 11/16/2017

Image	Mark	File	App. No.	App. Date	Reg. No.	Reg. Date	Status
<b>UNPLUG</b>	UNPLUG (Stylized)	541/022	87567804	08/14/2017			Filed; Pending; Notice of Suspension issued 11/16/2017
<b>INSTANT RESPONSE YOGAFOAM</b>	INSTANT RESPONSE YOGAFOAM (word mark) Class 20	541/023	87567829	08/14/2017			Filed; Pending; Response to Office Action due May 16, 2017; Suggested to refile in Class 17
<b>INSTANT RESPONSE YOGAFOAM</b>	INSTANT RESPONSE YOGAFOAM (word mark) Class 17	541/024	87699647	11/28/2017			Filed; Pending
<b>YOGAMATT RESS</b>	YOGAMATT RESS (word mark)	541/003	86324113	06/30/2014			Application abandoned
<b>33Z BY YOGABED</b>	33Z BY YOGABED (word mark)	541/020	87124560	08/05/2016			Application abandoned
<b>YOGABED INSTANT RESPONSE FOAM</b>	YOGABED INSTANT RESPONSE FOAM (word mark)	541/013					Not filed
<b>UNBOX YOUR DREAMS</b>	UNBOX YOUR DREAMS (word mark)	541/018	86932678	03/08/2016			Application abandoned
<b>MATTRESS 2.0</b>	MATTRESS 2.0 (word mark)	541/017	86926579	03/02/2016			Application abandoned



Image	Mark	File	App. No.	App. Date	Reg. No.	Reg. Date	Status
<b>YOGAFOAM</b>	YOGAFOAM (word mark)	541/005	86324130	06/30/2014			Application abandoned Prior application filed 06/30/2014; Abandoned 02/13/2017 due to lack of use and instructions after 02/13/2017 Notice of Abandonment (Statement of Use); intent was to refile as either "YOGABED INSTANT RESPONSE FOAM" or "INSTANT RESPONSE
<b>YOGABED</b>	YOGABED in Japan (word mark)	541/004.3	2016-127316	11/14/2016			Application abandoned