

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM462666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Iceberg Enterprises, LLC		02/16/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Siena Lending Group LLC		
Street Address:	9 W Broad Street		
Internal Address:	5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2998623	ROUGH N READY	
Registration Number:	3328172	ICEBERG	
Registration Number:	3315035		
Registration Number:	2601930	INDESTRUCTABLE	
Registration Number:	2263050	SNAPEASE	
CORRESPONDENCE DATA			
Fax Number:	2158325767		
<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:	215-569-5767		
Email:	perry@blankrome.com		
Correspondent Name:	David M. Perry (140690-01063)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
NAME OF SUBMITTER:	David M. Perry		
SIGNATURE:	/David M. Perry/		
DATE SIGNED:	02/20/2018		

OP \$140.00 2998623

Total Attachments: 8

source=EXECUTED - IP Security Agreement (Siena-Icberg)#page1.tif

source=EXECUTED - IP Security Agreement (Siena-Icberg)#page2.tif

source=EXECUTED - IP Security Agreement (Siena-Icberg)#page3.tif

source=EXECUTED - IP Security Agreement (Siena-Icberg)#page4.tif

source=EXECUTED - IP Security Agreement (Siena-Icberg)#page5.tif

source=EXECUTED - IP Security Agreement (Siena-Icberg)#page6.tif

source=EXECUTED - IP Security Agreement (Siena-Icberg)#page7.tif

source=EXECUTED - IP Security Agreement (Siena-Icberg)#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is made as of this 16th day of February, 2018 by ICEBERG ENTERPRISES, LLC, a Delaware limited liability company ("Grantor") in favor of SIENA LENDING GROUP LLC, as lender (together with its successors and assigns, the "Lender");

W I T N E S S E T H

WHEREAS, Grantor, PENGUIN, LLC, a Delaware limited liability company ("B2" and together with Grantor, collectively or individually as the context may require, "Borrower"), and Lender are parties to a certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrower by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Copyright; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned by or registered to Grantor as of the date hereof.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

5. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ICEBERG ENTERPRISES, LLC

By: 

Howard B. Green
Chief Executive Officer

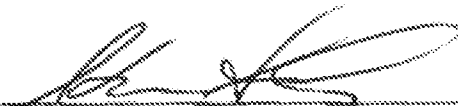
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC,
as Lender

By: 

Anthony Lavinio
Director

By: 

Steven Sanicola
Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARKS

Grantor	Mark	Country	Serial No	Filing Date	Reg No	Reg Date
Iceberg Enterprises, LLC	Rough N Ready	United States	76461421	10/23/2002	2998623	09/20/2005
Iceberg Enterprises, LLC	Iceberg	United States	76002033	03/16/2000	3328172	11/06/2007
Iceberg Enterprises, LLC	(illustration of mountain)	United States	76002032	03/16/2000	3315035	10/23/2007
Iceberg Enterprises, LLC	IndestrucTable	United States	75901896	01/21/2000	2601930	07/30/2002
Iceberg Enterprises, LLC	Snapease	United States	75499239	01/08/1998	2263050	07/20/1999

PATENT REGISTRATIONS

Grantor	Patent Title	Patent No.	Reg. Date
Iceberg Enterprises, LLC	AUXILIARY FOOTREST FOR CHAIR	6,648,417 B1	11/18/2003
Iceberg Enterprises, LLC	PARTITION SYSTEM	6,955,204	11/18/2005

COPYRIGHTS

None.

SCHEDULE - 1

POWER OF ATTORNEY

ICEBERG ENTERPRISES, LLC, a Delaware limited liability company (the "Grantor"), hereby authorizes SIENA LENDING GROUP LLC, its successors and assigns, and any officer or agent thereof ("Lender") under the Loan Agreement (as defined below) among Lender, Grantor, PENGUIN, LLC, a Delaware limited liability company ("B2" and together with Grantor, collectively or individually as the context may require, "Borrower"), dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents.

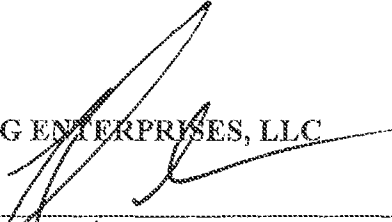
This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney as a deed, this 16th day of February, 2018.

ICEBERG ENTERPRISES, LLC

By:


Howard B. Green
Chief Executive Officer

[SIGNATURE PAGE TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

TRADEMARK
REEL: 006274 FRAME: 0595

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF ILLINOIS : SS
COUNTY OF COOK :

On this 15th day of February, 2018, before me personally appeared HOWARD B. GREEN, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of ICEBERG ENTERPRISES, LLC that he signed the Power of Attorney thereto pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.

Mary Lou Ryan
Notary Public
My Commission Expires: 8-9-2019



[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]