

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM464568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STAY IN YOUR LANE HOLDINGS, LLC		09/15/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.		
Street Address:	2001 Ross Avenue, Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87545793	KOMA	
Serial Number:	87541989	MAGIC HOUR	
Serial Number:	87558190	V.I.WE	
Serial Number:	87552603	LEGASEA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-294-2684		
Email:	trademarkny@winston.com		
Correspondent Name:	Brian C. Jansen		
Address Line 1:	2501 N. Harwood St., 17th Floor		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	005607.00179		
NAME OF SUBMITTER:	Brian C. Jansen		
SIGNATURE:	/Brian C. Jansen by trademarkny/		
DATE SIGNED:	03/06/2018		
Total Attachments: 7			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of September 15, 2017, by **STAY IN YOUR LANE HOLDINGS, LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent, Collateral Agent and Sole Lead Arranger (“**Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of January 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among TAO Group Operating LLC, a Delaware limited liability company (“**Company**”), TAO Group Intermediate Holdings LLC, a Delaware limited liability company, Grantor, certain other subsidiaries of Company party thereto, Agent and the Lenders party thereto from time to time, the Lenders have agreed, subject to the terms and conditions set forth in the Credit Agreement, to make extensions of credit to Company (the “**Loan**”); and

WHEREAS, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Credit Agreement that Grantor shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents of Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding (i) any Intellectual Property (as defined in the Pledge and Security Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade, violate or abandon such Intellectual Property and (ii) any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed (collectively, the “**IP Collateral**”):

(a) the U.S. and foreign copyright registrations set forth on Schedule A attached hereto (collectively, the “**Copyrights**”);

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(b) the U.S. and foreign patents and patent applications set forth on Schedule B attached hereto (collectively, the “**Patents**”);

(c) the U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”);

(d) any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(e) any and all licenses or rights granted by Grantor under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights; and

(f) any and all, to the extent applicable, divisions, continuations, continuations in part, reissues, extensions, renewals, re-examinations and revivals of the foregoing; and

(g) any and all proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights or the Commissioner of Patents and Trademarks, as the case may be (and any state, foreign or other authority to which this IP Security Agreement is submitted, as applicable), to file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) in accordance with Section 9 of the Pledge and Security Agreement.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of, and the security interest granted to Agent (for the ratable benefit of the Secured Parties) under, the Pledge and Security Agreement. This IP Security Agreement is subject in all respects to the terms and provisions of the Pledge and Security Agreement, including, but not limited to, Grantor's obligations, representations, warranties and covenants relating to the IP Collateral. Grantor acknowledges and agrees that the obligations, representations, warranties and covenants contained in the Pledge and Security Agreement shall not be superseded hereby but shall remain in effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Pledge and Security Agreement and the terms hereof, the terms of the Pledge and Security Agreement shall govern.

(b) Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an


original manually executed counterpart of this IP Security Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

STAY IN YOUR LANE HOLDINGS, LLC

By: 
Name: Richard Wolf
Title: Co-President

[Signature Page to Intellectual Property Security Agreement (Stay in Your Lane Holdings, LLC)]

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TRADEMARK
REEL: 006376 FRAME: 0616

SCHEDULE A

COPYRIGHTS

Registered Copyrights:

None.

SCHEDULE B

PATENTS

Patents:

None.

Pending Patent Applications:

None.

SCHEDULE C

TRADEMARKS

Registered Trademarks:

None.

Pending Trademark Applications:

No.	Mark	Country	Serial No / Filing Date	Reg. No / Reg. Date	Int'l Classes	Owner	Status/Registration Basis
1.	KOMA	US Federal	87543793 27 Jul 2017	N/A	41 43	Stay in Your Lane Holdings, LLC	Pending
2.	MAGIC HOUR	US Federal	87541989 25 Jul 2017	N/A	41 43	Stay in Your Lane Holdings, LLC	Pending
3.	V.I.WE	US Federal	87558190 7 Aug 2017	N/A	41 43	Stay in Your Lane Holdings, LLC	Pending
4.	LEGASEA	US Federal	87552603 2 Aug 2017	N/A	43	Stay in Your Lane Holdings, LLC	Pending