

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM481328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JD Norman Industries, Inc.		07/10/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Callidus Capital Corporation		
Street Address:	181 Bay Street, Suite 4620. P.O. Box 792		
Internal Address:	Bay Wellington Tower, Brookfield Place		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2T3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4490204	JD NORMAN INDUSTRIES	
Registration Number:	4490203	JD NORMAN INDUSTRIES	
Registration Number:	4490202	JD NORMAN	
CORRESPONDENCE DATA			
Fax Number:	3104074090		
<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>			
Email:	rsmith@ktbslaw.com		
Correspondent Name:	Robert Smith		
Address Line 1:	1999 Avenue of the Stars, 39th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90049		
NAME OF SUBMITTER:	Robert Smith		
SIGNATURE:	/rjs/		
DATE SIGNED:	07/11/2018		
Total Attachments: 3			
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ASSIGNMENT FOR SECURITY - TRADEMARKS

WHEREAS, JD Norman Industries, Inc. (the “**Assignor**”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Assignor has entered into a U.S. Pledge and Security Agreement, dated July 10, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Callidus Capital Corporation, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “**Assignee**”); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

J.D. NORMAN INDUSTRIES, INC.

By: _____

Name: Justin D. Norman

Title: President

[Signature Page to Assignment for Security - Trademarks]

TRADEMARK
REEL: 006377 FRAME: 0118

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

Country	Trademark	Owner	Federal Registration No.	Registration Date
United States	JD NORMAN INDUSTRIES	JD Norman Industries, Inc.	4490204	3/4/2014
United States	JD NORMAN INDUSTRIES	JD Norman Industries, Inc.	4490203	3/4/2014
United States	JD NORMAN	JD Norman Industries, Inc.	4490202	3/4/2014