

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482439

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HALO BRANDED SOLUTIONS, INC.		06/28/2018	Corporation: DELAWARE
MICHAEL C. FINA CORPORATE SALES, INC.		06/28/2018	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, as Second Lien Collateral Agent
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4214442	HALO BRANDED SOLUTIONS
Registration Number:	4251534	HALO BRANDED SOLUTIONS
Registration Number:	3614747	COMMOTION PROMOTIONS
Registration Number:	3555859	BRIGHT IDEAS. BRILLIANT RESULTS.
Registration Number:	4306387	CELEBRATE SUCCESS
Registration Number:	3556486	ESERVICE RECOGNITION
Registration Number:	3467909	GIFTNET
Registration Number:	3546298	LIFESTYLES
Registration Number:	3028924	MAGIC BOX
Registration Number:	3152041	TOTAL VISION RECOGNITION
Registration Number:	3505194	FINADIRECT
Registration Number:	2956208	DORSET
Registration Number:	2253512	MICHAEL C. FINA
Registration Number:	1728472	MICHAEL C. FINA
Registration Number:	4504211	MICHAEL C. FINA
Registration Number:	4395136	DIAMOND DASH DASH FOR A DIAMOND & A CURE

OP \$515.00 4214442

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3029098	LOGONATION
Registration Number:	3063518	THE ORIGINAL COMMUNITEE
Serial Number:	87523510	STITCH PIN
Serial Number:	87582223	HALO RECOGNITION

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F178129 2L TM
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	07/18/2018

Total Attachments: 6
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Second Lien Trademark Security Agreement”) is entered into as of June 28, 2018, by and among Halo Branded Solutions and Michael C. Fina Corporate Sales, Inc. (each a “Grantor”, and together the “Grantors”) and ANTARES CAPITAL LP, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Second Lien Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to a Second Lien Pledge and Security Agreement, dated as of June 28, 2018 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Second Lien Security Agreement”), in favor of the Second Lien Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantors and pursuant to which each Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Second Lien Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Second Lien Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Second Lien Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of each Grantor, including the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Second Lien Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the Second Lien Collateral Agent in the Second Lien Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set

forth in the Second Lien Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with its terms, the Second Lien Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.


SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Second Lien Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HALO BRANDED SOLUTIONS, INC.

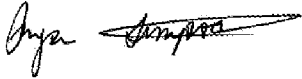
By: 
Name: Marc Simon
Title: Chief Executive Officer and President

MICHAEL C. FINA CORPORATE SALES, INC.

By: 
Name: Marc Simon
Title: Chief Executive Officer and President

Accepted and Agreed:

ANTARES CAPITAL LP,
as Second Lien Collateral Agent




By: _____

Name: Ryan Simpson
Its: Duly Authorized Signatory

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No.	Registration No.	Owner
	85053102	4214442	HALO Branded Solutions, Inc.
HALO BRANDED SOLUTIONS	85530202	4251534	HALO Branded Solutions, Inc.
COMMOTION PROMOTIONS	77421502	3614747	HALO Branded Solutions, Inc.
BRIGHT IDEAS. BRILLIANT RESULTS.	77140299	3555859	HALO Branded Solutions, Inc.
CELEBRATE SUCCESS	85502421	4306387	Michael C. Fina Corporate Sales, Inc.
ESERVICE RECOGNITION	77433513	3556486	Michael C. Fina Corporate Sales, Inc.
GIFTNET	78890419	3467909	Michael C. Fina Corporate Sales, Inc.
LIFESTYLES	77433462	3546298	Michael C. Fina Corporate Sales, Inc.
MAGIC BOX	78534614	3028924	Michael C. Fina Corporate Sales, Inc.
TOTAL VISION RECOGNITION	78543878	3152041	Michael C. Fina Corporate Sales, Inc.
FinaDIRECT	77433531	3505194	Michael C. Fina Corporate Sales, Inc.
DORSET	78381421	2956208	Michael C. Fina Corporate Sales, Inc.
MICHAEL C. FINA	75473748	2253512	Michael C. Fina Corporate Sales, Inc.
MICHAEL C. FINA	74246956	1728472	Michael C. Fina Corporate Sales, Inc.
MICHAEL C. FINA	85860813	4504211	Michael C. Fina Corporate Sales, Inc.
DIAMOND DASH DASH FOR A DIAMOND & A CURE PRESENTED BY MICHAEL C. FINA	85771881	4395136	Michael C. Fina Corporate Sales, Inc.

[Signature Page to Second Lien Trademark Security Agreement]

Trademark	Application No.	Registration No.	Owner
STITCH PIN	87523510		HALO Branded Solutions, Inc.
HALO RECOGNITION	87/582223		HALO Branded Solutions, Inc.
LEE WAYNE CORPORATION		621334	HALO Branded Solutions, Inc.
LOGONATION		3029098	HALO Branded Solutions, Inc.
THE ORIGINAL COMMUNITEE		3063518	HALO Branded Solutions, Inc.