

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484378

| | | | |
|--|--|--|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Jacob Ash Holdings, Inc. | | 07/31/2018 | Corporation: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | The Huntington Capital Investment Company II | | |
| Street Address: | 41 S. High Street | | |
| City: | Columbus | | |
| State/Country: | OHIO | | |
| Postal Code: | 43215 | | |
| Entity Type: | Corporation: OHIO | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87415306 | BUILTCOOL | |
| Serial Number: | 78434023 | AQUA E4 | |
| Serial Number: | 75520103 | HOT SHOT | |
| Serial Number: | 78257093 | RYNO | |
| Serial Number: | 76316345 | ATTABOY | |
| Serial Number: | 76325177 | | |
| Serial Number: | 76325176 | ATTAKID | |
| Serial Number: | 76339320 | | |
| Serial Number: | 74093767 | | |
| Serial Number: | 74601623 | ECORAGGS | |
| Serial Number: | 73525165 | ESKI CAP | |
| Serial Number: | 74567012 | PUFFIN DOWN | |
| Serial Number: | 75660270 | FOR THOSE WHO PREFER NO WALLS TO FOUR WA | |
| Serial Number: | 85619854 | HOTMOCS | |
| Serial Number: | 85619871 | HOTMOCS PACK SOME HEAT | |
| Serial Number: | 85619838 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2162410816 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |
| TRADEMARK | | | |

CH \$415.00 87415306

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 216-622-8200
Email: ipdocket@calfee.com
Correspondent Name: Calfee, Halter & Griswold LLP
Address Line 1: 1405 East Sixth Street
Address Line 2: The Calfee Building
Address Line 4: Cleveland, OHIO 44114-1607

| | |
|--------------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 37583/04001 |
|--------------------------------|-------------|

| | |
|---------------------------|--------------|
| NAME OF SUBMITTER: | Ryan W. Falk |
|---------------------------|--------------|

| | |
|-------------------|----------------|
| SIGNATURE: | /Ryan W. Falk/ |
|-------------------|----------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 08/01/2018 |
|---------------------|------------|

Total Attachments: 6

source=HCIC_-_Notice_of_Security_Interest_EXECUTED_v_1__4847-0006-2575_#page1.tif
source=HCIC_-_Notice_of_Security_Interest_EXECUTED_v_1__4847-0006-2575_#page2.tif
source=HCIC_-_Notice_of_Security_Interest_EXECUTED_v_1__4847-0006-2575_#page3.tif
source=HCIC_-_Notice_of_Security_Interest_EXECUTED_v_1__4847-0006-2575_#page4.tif
source=HCIC_-_Notice_of_Security_Interest_EXECUTED_v_1__4847-0006-2575_#page5.tif
source=HCIC_-_Notice_of_Security_Interest_EXECUTED_v_1__4847-0006-2575_#page6.tif

NOTICE OF SECURITY INTEREST

Jacob Ash holdings, Inc., a Pennsylvania corporation (together with its successors and permitted assigns, "Debtor"), THE HUNTINGTON CAPITAL INVESTMENT COMPANY II, an Ohio corporation, as a Lender (in such capacity, "HCIC") and as the Collateral Agent, RGA Reinsurance Company, a Missouri corporation ("RGA"), as a Lender, TWIG II, LLC, an Ohio limited liability company ("TRIW", and together with HCIC and RGA, the "Lenders") (the Collateral Agent and Lenders, together with their successors and assigns, "Secured Parties"), are parties to a certain Intellectual Property Security Agreement dated August 1, 2018 (the "Security Agreement").

WHEREAS, Debtor owns certain rights, title and interest in and to certain Collateral (as defined in the Security Agreement), including the Collateral listed on the annexed Schedule A attached hereto; and

WHEREAS, Debtor has granted Secured Parties a security interest as set forth in the Security Agreement in and to, among other things, all right, title and interest of Debtor in the Collateral, to secure the payment, performance and observance or certain obligations defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to Secured Parties a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations defined in the Security Agreement.

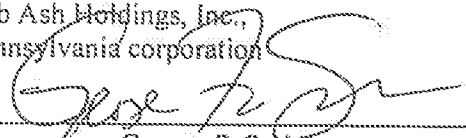
Secured Parties do hereby further acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice of Security Interest as of the date first written above.

DEBTOR:

Jacob Ash Holdings, Inc.,
a Pennsylvania corporation

By: 
Name: George F. Smith
Title: President

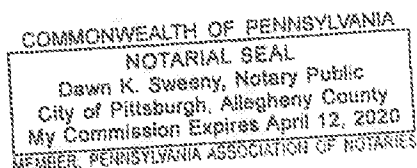
COLLATERAL AGENT:

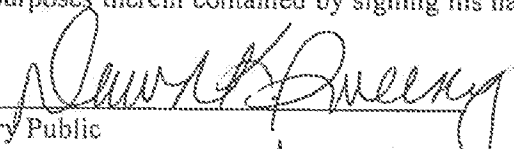
THE HUNTINGTON CAPITAL INVESTMENT
COMPANY II,
an Ohio corporation

By: _____
Name: Blake Sousa
Title: Vice President

STATE OF PENNSYLVANIA :
: SS,
COUNTY OF ALLEGHENY :

On this 31st day of July, 2018, before me, a Notary Public, personally appeared George F. Smith, President, who acknowledged himself to be acting on behalf of Jacob Ash Holdings, Inc., a Pennsylvania corporation, and that he, being duly authorized to do so, executed the foregoing Notice of Security Interest for the purposes therein contained by signing his name as such on behalf of the Debtor.




Notary Public

My Commission Expires: April 12, 2020

[Signature Page to Notice of Security Interest]

TRADEMARK
REEL: 006400 FRAME: 0981

SCHEDULE A

Patents

Issued U.S. Patents of Debtor:

| Patent No. | Patent | Country | Date of Issue | Application Number |
|------------|---|---------|---------------|--------------------|
| 6,941,681 | Warmer for Feet and Toes | USA | 9/13/2005 | 10/382,813 |
| 9,295,292 | Garment With Window and Detachable Pocket | USA | 9/3/2016 | 14/255,004 |
| D604,481 | Footwarmer | USA | 11/24/2009 | 29/302,480 |
| D602,228 | Heated Neck Scarf | USA | 10/20/2009 | 29/295,245 |
| D558,956 | Heated Balaclava | USA | 1/8/2008 | 29/252,639 |
| D558,431 | Heated Cap | USA | 1/1/2008 | 29/252,640 |

Pending U.S. Patent Applications of Debtor

| Inventor | Patent | Country | Filing Date | Application Number |
|-------------------|--|---------|-------------|--------------------|
| Patrick G. Jarboe | Garment Having Work Revealing Window and Method of Use | USA | 03/08/2018 | 15/915,752 |

SCHEDULE B

Trademarks

U.S. Trademarks of Debtor

| Owner | Trademark | Country | Status | Registration Number |
|-----------------|---|---------|------------|---------------------|
| Jacob Ash | BUILTCOOL | USA | Allowed | 87415306 |
| Jacob Ash | AQUA E4 | USA | Registered | 78434023 |
| Jacob Ash | HOT SHOT | USA | Registered | 75520103 |
| Jacob Ash | RYNO | USA | Registered | 78257093 |
| Jacob Ash | ATTABOY | USA | Registered | 76316345 |
| Jacob Ash | DOG DESIGN | USA | Registered | 76325177 |
| Jacob Ash | ATTAKID | USA | Registered | 76325176 |
| Jacob Ash | PUFFIN DESIGN | USA | Registered | 76339320 |
| Jacob Ash | IGLOO DESIGN | USA | Registered | 74093767 |
| Jacob Ash | ECORAGGS | USA | Registered | 74601623 |
| Jacob Ash | ESKI CAP & DESIGN | USA | Registered | 73525165 |
| Jacob Ash | PUFFIN DOWN | USA | Registered | 74567012 |
| Jacob Ash | FOR THOSE WHO PREFER NO WALLS TO FOUR WALLS | USA | Registered | 75660270 |
| Jacob Ash | HOTMOCS | USA | Registered | 85619854 |
| Jacob Ash | HOTMOCS PACK SOME HEAT | USA | Registered | 85619871 |
| Jacob Ash | FLAME DESIGN | USA | Registered | 85619838 |
| Jacob Ash | ECORAGGS | Canada | Registered | 0782243 |
| Jacob Ash | BUILTCOOL | Canada | Pending | 1845160 |
| Emanuel-Geraldo | 80° | Canada | Registered | 1223733 |
| Emanuel-Geraldo | Thermo-Strata | Canada | Registered | 1371346 |
| Emanuel-Geraldo | Sox Rox | Canada | Registered | 1325716 |
| Emanuel-Geraldo | 20° | Canada | Registered | 1197808 |
| Emanuel-Geraldo | K.I.T. Keep It Trendy | Canada | Registered | 1385661 |
| Emanuel-Geraldo | Lea & Moi | Canada | Registered | 1393113 |
| Emanuel-Geraldo | Urban Chill | Canada | Registered | 1300954 |
| Emanuel-Geraldo | Heat Sheets | Canada | Registered | 1371345 |
| Emanuel-Geraldo | Chilly Fleece | Canada | Registered | 1215659 |
| Emanuel-Geraldo | Warming Trends | Canada | Registered | 1300953 |
| Emanuel-Geraldo | Rock My Sox | Canada | Registered | 1325714 |
| Emanuel-Geraldo | My Sox Rock | Canada | Registered | 1325715 |
| Emanuel-Geraldo | Seasons of Love | Canada | Registered | 1454158 |
| Emanuel-Geraldo | K.I.T. | USA | Registered | 87323527 |
| Emanuel-Geraldo | Keep It Trendy | USA | Registered | 87323242 |
| Emanuel-Geraldo | K.I.T. Keep It Trendy | USA | Registered | 77430012 |
| Emanuel-Geraldo | Thermo-Strata | USA | Registered | 77341411 |

SCHEDULE C

Licenses

1. License Agreement dated October 1, 2009, as amended, by and between Debtor and Haas Outdoors, Inc.
2. Trademark License Authorization by and between the Debtor and Jordan Outdoor Enterprises, Ltd.
3. Trademark License Agreement dated May 11, 2007, as amended, by and among the Debtor, W.L. Gore & Associates, Inc. and W.I. Gore & Associates, GMBH.
4. Trademark License Authorization by and between Jacob Ash and Moon Camo.
5. Trademark License Authorization by and between Jacob Ash and Veil Camo