

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INCASE DESIGNS CORP.		07/06/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	86495524	BEAUTIFUL UTILITY	
Registration Number:	4277378	SYSTEM	
Registration Number:	3644810		
Registration Number:	3644811	INCASE	
Registration Number:	3644812	INCASE	
Registration Number:	3648209	INCASE	
Registration Number:	3623753	PR	
Registration Number:	5472383	INCASE	
Registration Number:	5472382	INCASE	
Registration Number:	4832822	TENZAERLITE	
Registration Number:	5469687	VIA	
Registration Number:	5471083	NOVI	
Registration Number:	5470862	INCASE ICON	
Registration Number:	5135787		
Registration Number:	2206955	I N C A S E	
Registration Number:	2643012	INCASE	
Registration Number:	3054586	INCASE	
Registration Number:	3357152	INCASE	
Registration Number:	4389191	A BETTER EXPERIENCE THROUGH GOOD DESIGN	

OP \$490.00 86495524

CORRESPONDENCE DATA**Fax Number:**

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: 3122014000**Email:** kristina.bunker@goldbergkohn.com**Correspondent Name:** Goldberg Kohn Ltd. c/o Kristina Bunker**Address Line 1:** 55 East Monroe Street, Suite 3300**Address Line 4:** Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Kristina Bunker
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SIGNATURE:	/kb/
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DATE SIGNED:	07/10/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of July 6, 2018, is made by INCASE DESIGNS CORP., a California corporation (together with its successors and assigns, the "Grantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent ("Administrative Agent"), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

RECITALS:

WHEREAS, Grantor is a party to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Grantor, the other grantors named therein, the financial institutions from time to time party thereto (collectively, the "Lenders"), and Administrative Agent, in which the Lenders have agreed to make certain Loans to Borrower.

WHEREAS, pursuant to that certain Guaranty and Collateral Agreement dated as of the date hereof in favor of Administrative Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"), Grantor has granted to Administrative Agent for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (including all right, title and interest of Grantor in, to and under the trademark Collateral described below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Guaranty and Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: "Company Obligations," "Guarantor Obligations" and "Proceeds."

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Company Obligations and the Guarantor Obligations, Grantor hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Lenders and the Bank Product Providers and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all right, title and interest of Grantor in and to certain Collateral, whether now existing or hereafter acquired, which includes the following:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business

identifiers now held or hereafter acquired by Grantor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those trademark registrations and applications listed on Exhibit A to this Agreement);

(ii) all renewals of any of the foregoing;

(iii) all rights to sue for past, present or future infringements of any of the foregoing;

(iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing; and

(v) all Proceeds of any and all of the foregoing.

3. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Administrative Agent primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

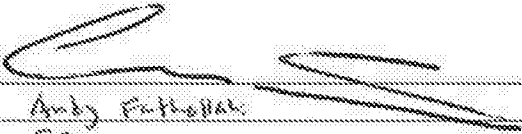
5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Signature Pages Follow]

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

GRANTOR:

INCASE DESIGNS CORP., a California corporation

By: 
Name: Andy Fathallah
Title: CEO

AGREED AND ACCEPTED:

this 6th day of July, 2018

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**










By: 
Name: Ronald Petrucci
Title: Authorized Signatory

EXHIBIT A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
BEAUTIFUL UTILITY	86495524 05-JAN-2015		Published (Pending)	INCASE DESIGNS CORP.
SYSTM	85978076 19-NOV-2011	4277378 15-JAN-2013	Registered	INCASE DESIGNS CORP.
	77531025 24-JUL-2008	3644810 23-JUN-2009	Registered	INCASE DESIGNS CORP.
INCASE	77531037 24-JUL-2008	3644811 23-JUN-2009	Registered	INCASE DESIGNS CORP.
INCASE 	77531050 24-JUL-2008	3644812 23-JUN-2009	Registered	INCASE DESIGNS CORP.
INCASE 	77266554 28-AUG-2007	3648209 30-JUN-2009	Registered	INCASE DESIGNS CORP.
	77266709 28-AUG-2007	3623753 19-MAY-2009	Registered	INCASE DESIGNS CORP.
INCASE 	86429904 21-OCT-2014	5472383 22-MAY-2018	Registered	INCASE DESIGNS CORP.
INCASE	86427573 17-OCT-2014	5472382 22-MAY-2018	Registered	INCASE DESIGNS CORP.
TENSAERLITE	86266200 29-APR-2014	4832822 13-OCT-2015	Registered	INCASE DESIGNS CORP.
VIA	87659168 25-OCT-2017	5469687 15-MAY-2018	Registered	INCASE DESIGNS CORP.
NOVI	87420830 21-APR-2017	5471083 15-MAY-2018	Registered	INCASE DESIGNS CORP.
INCASE ICON	87368739 13-MAR-2017	5470862 15-MAY-2018	Registered	INCASE DESIGNS CORP.
	86936964 11-MAR-2016	5135787 07-FEB-2017	Registered	INCASE DESIGNS CORP.
I N C A S E	75352525 05-SEP-1997	2206955 01-DEC-1998	Renewed in 2008	INCASE DESIGNS CORP.
INCASE	78089073 18-OCT-2001	2643012 29-OCT-2002	Renewed in 2012	INCASE DESIGNS CORP.
INCASE 	78557349 31-JAN-2005	3054586 31-JAN-2006	Renewed in 2016	INCASE DESIGNS CORP.
INCASE 	78557321 31-JAN-2005	3357152 18-DEC-2007	Renewed in 2018	INCASE DESIGNS CORP.
A BETTER EXPERIENCE THROUGH GOOD DESIGN	85624855 14-MAY-2012	4389191 20-AUG-2013	Registered	INCASE DESIGNS, CORP.