

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Renegade Brands USA, Inc.		01/10/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Elysian Park Ventures, LLC		
Street Address:	1000 Elysian Park Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	85691094	CLEANS THE SPILL AFTER THE FILL!	
Serial Number:	86935612	DON'T DANCE AROUND ODOR ELIMINATE IT	
Serial Number:	86793564	FOUL OUT	
Serial Number:	86818379	FOUL OUT	
Serial Number:	77009649	GAS OFF	
Serial Number:	85661765	GAS OFF	
Serial Number:	86068966	MAKE YOUR IMPACT	
Serial Number:	86416752	NANOVASIVE	
Serial Number:	86416614	NANOX	
Serial Number:	85599897	SWEATX	
Serial Number:	85661846	SWEATX SPORT	
Serial Number:	85589369	TIDY PANTZ	
Serial Number:	78675273	YES	
Serial Number:	73230795	YES!	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		

CH \$365.00 85691094

Email: susan.reynholds@dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 401 B Street, Suite 1700
Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER: Matt Schwartz

SIGNATURE: /s/ Matt Schwartz

DATE SIGNED: 10/23/2018

Total Attachments: 7

source=EPV-Renegade-IPSA#page1.tif

source=EPV-Renegade-IPSA#page2.tif

source=EPV-Renegade-IPSA#page3.tif

source=EPV-Renegade-IPSA#page4.tif

source=EPV-Renegade-IPSA#page5.tif

source=EPV-Renegade-IPSA#page6.tif

source=EPV-Renegade-IPSA#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is executed by Renegade Brands USA, Inc., a Delaware corporation (together with its successors and assigns, “**Grantor**”), in favor of Elysian Park Ventures, LLC (the “**Collateral Agent**”) for the benefit of the holders of Notes (as defined below) (the “**Holder**s”).

RECITALS

A. Grantor issued secured promissory notes (each a “**Note**” and collectively, the “**Notes**”) to the Holders pursuant to that certain Note Purchase Agreement dated as of the date hereof (as amended and restated from time to time) (the “**Purchase Agreement**”).

B. The Holders have agreed to make additional advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in the Purchase Agreement. Capitalized terms used herein are used as defined in the Purchase Agreement. The Holders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Collateral Agent, for the benefit of the Holders (i) a security interest in certain trade secrets, formulae, Copyrights, Trademarks, and Patents (as each term is described below) and (ii) a security interest in certain collateral of the Company, as set forth in that certain Security Agreement entered into on the date hereof (the “**Security Agreement**”), in each case, to secure the obligations of Grantor under the Notes.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to the Collateral Agent for the benefit of the Holders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Notes, Grantor grants and pledges to the Collateral Agent for the benefit of the Holders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, formulae and any and all intellectual property rights in the Grantor’s products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include any Excluded Collateral (as defined in the Security Agreement).

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Collateral Agent (as defined in the Security Agreement).

3. Authorization. Grantor hereby authorizes the Collateral Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Purchase Agreement, which is hereby incorporated by reference. The provisions of the Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent and the Holders with respect to the Intellectual Property Collateral are as provided by the Purchase Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Release. Upon any termination or release of the Intellectual Property Collateral pursuant to Section 8(b) of the Security Agreement, the Collateral Agent shall, at the expense of the Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of intellectual property filings, and similar documents and take such other actions as such Grantor shall reasonably request in writing to evidence such termination or release of the Intellectual Property Collateral

6. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

RENEGADE BRANDS USA, INC.

By 

Name: Dennis Nolan

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

COLLATERAL AGENT:

ELYSIAN PARK VENTURES, LLC

By  _____

Name: Tucker Kain

Title: Authorized Signatory

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date\</u>
CLEANS THE SPILL AFTER THE FILL!	85691094	7/31/12
DON'T DANCE AROUND ODOR ELIMINATE IT	86935612	3/10/16
FOUL OUT	86793564	10/20/15
FOUL OUT	86818379	11/12/15
GAS OFF	77009649	9/28/06
GAS OFF	85661765	6/26/12
MAKE YOUR IMPACT	86068966	9/19/13
NANOVASIVE	86416752	10/7/14
NANOX	86416614	10/7/14
SWEATX	85599897	4/17/12
SWEATX SPORT	85661846	6/26/12
TIDY PANTZ	85589369	4/4/12
YES	78675273	7/21/05
YES!	73230795	9/21/79