

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Top Pick Global Inc.		09/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FGI Worldwide LLC		
Street Address:	80 Broad Street		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	4546042	POUR LA VICTOIRE	
Registration Number:	4187213	K9	
Registration Number:	4364165	KD KELSI DAGGER	
Registration Number:	5306776	KDB ·	
Serial Number:	87809277	KELSI DAGGER BROOKLYN	
Serial Number:	87678812	PLV	
Serial Number:	87678815	PLV	
Serial Number:	85148657	PLV STUDIO	
Serial Number:	85981742	PLVLP	
Serial Number:	86721691	ROCKET DOG	
Serial Number:	87187860	ROCKET DOG	
Registration Number:	2403495	ROCKET DOG	
Registration Number:	5095679	ROCKET DOG	
Serial Number:	87377252	ROCKET DOG	
Serial Number:	87377253	ROCKET DOG	
Serial Number:	87370824	ROCKET DOG	
Serial Number:	87370828	ROCKET DOG	
Serial Number:	87370829	ROCKET DOG	

OP \$715.00 4546042

Property Type	Number	Word Mark
Registration Number:	2128627	ROCKET DOG
Registration Number:	2374928	
Registration Number:	5223855	
Registration Number:	4110422	
Serial Number:	87375793	STELLA CHASE
Serial Number:	87375789	STELLA CHASE
Serial Number:	86642515	UNLEASHED
Registration Number:	4075073	UNLEASHED
Serial Number:	86642518	UNLEASHED BY ROCKET DOG
Registration Number:	4425826	UNLEASHED BY ROCKET DOG

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695679

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 150776-01007

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 10/18/2018

Total Attachments: 14

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “Agreement”), dated as of September 28, 2018, is made by and between TOP PICK GLOBAL INC. a Delaware limited liability company (the “Company”), having a business location at the address set forth below next to its signature, and FGI WORLDWIDE LLC, a Delaware limited liability company (“FGI”), having a business location at the address set forth below next to its signature.

Recitals

A. Company and FGI are parties to a Sale of Accounts and Security Agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the “SASA”), setting forth the terms on which FGI may now or hereafter provide a sale of accounts facility to or for the account of Company.

B. As a condition to providing a sale of accounts facility to or for the account of Company, FGI has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Transaction Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the SASA that are not otherwise defined herein shall have the meanings given to them in the SASA. In addition, the following terms have the meanings set forth below:

“Patents” means all of Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, in each case to the extent constituting Collateral, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, in each case to the extent constituting Collateral, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants FGI a security interest (the “Security Interest”) with power of sale to the extent permitted by this Agreement, the SASA, the NexBank Intercreditor Agreement, or law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the SASA, the Security Interest is coupled with a security interest in the Collateral. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants

no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

3. Representations' Warranties and Agreements. Company represents, warrants, and agrees as follows:

(a) **Existence; Authority.** Company is a limited liability company duly organized, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the company.

(b) **Patents.** Exhibit A accurately lists all registered Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the registration of Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any registered Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the registration of such Patents, then Company shall within 60 days provide written notice to FGI with a replacement Exhibit A, which upon acceptance by FGI shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all registered Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of registered Trademarks and all applications and registrations pertaining to registration of Trademarks as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any registered Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the registration of Trademarks, then Company shall within 60 days provide written notice to FGI with a replacement Exhibit B, which upon acceptance by FGI shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify FGI of such item(s) and cause such Affiliate to execute and deliver to FGI a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has good and marketable title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, good and marketable title to each such Patent or Trademark free and

clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the SASA, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without FGI's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks (other than Patents and Trademarks that are, in its reasonable discretion, no longer useful or necessary in Company's business and which are immaterial in value) against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent, in its reasonable discretion, commercially reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark (other than Patents and Trademarks that are, in its reasonable discretion, no longer useful or necessary in Company's business and which are immaterial in value), nor fail to file any required affidavit or renewal in support thereof, without first providing FGI: (i) sufficient written notice, of at least 30 days, to allow FGI to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **FGI's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after FGI gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies FGI that it intends to abandon a Patent or Trademark, FGI may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at FGI's option, in FGI's own name) and may (but need not) take any and all other actions which FGI may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay FGI all Expenses in accordance with Section 9.6 of the SASA.

(k) **Power of Attorney.** To facilitate FGI's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which

appointment is coupled with an interest) FGI, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for FGI, upon the occurrence and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the SASA as provided therein and the payment and performance of all Obligations.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. [Reserved].

6. Remedies. Upon the occurrence and during the continuance of an Event of Default and at any time thereafter, FGI may, at its option, take any or all of the following actions in accordance with the terms of the SASA:

(a) FGI may exercise any or all remedies available under the SASA.

(b) FGI may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) FGI may enforce the Patents and Trademarks and any licenses thereunder, and if FGI shall commence any suit for such enforcement, Company shall, at the request of FGI, do any and all lawful acts and execute any and all proper documents required by FGI in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by FGI. A waiver signed by FGI shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of FGI's rights or remedies. All rights and remedies of FGI shall be cumulative and may be exercised singularly or concurrently, at FGI's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company or FGI under this Agreement shall be given in the manner and with the effect provided in the SASA. FGI shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds

of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and FGI and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to FGI, and Company waives notice of FGI's acceptance hereof. FGI may execute this Agreement if appropriate for the purpose of filing, but the failure of FGI to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. In the event of any conflict between the terms of this Agreement and the terms of the SASA, the terms of the SASA shall govern.

8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. The terms of Section 9 of the SASA are incorporated herein by reference, *mutatis mutandis*.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Top Pick Global Inc
900 South Broadway, Suite 200
Los Angeles, CA 90015

TOP PICK GLOBAL INC

By: [Signature]
Print Name: Chi Fai Wan
Title: Director, Treasurer and Secretary

FGI Worldwide LLC
80 Broad Street, 22nd Floor
New York, NY 10004
Attn: Relationship Manager

FGI WORLDWIDE LLC

By: _____
Print Name: _____
Title: _____

Signature Page to Patent and Trademark Security Agreement

TRADEMARK

REEL: 006468 FRAME: 0107

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Top Pick Global Inc.
900 South Broadway, Suite 200
Los Angeles, CA 90015
Attn: Cathy Taylor

TOP PICK GLOBAL INC.

By: _____
Print Name: _____
Title: _____

FGI Worldwide LLC
80 Broad Street, 22nd Floor
New York, NY 10004
Attn: Relationship Manager
Chris Fulman

FGI WORLDWIDE LLC

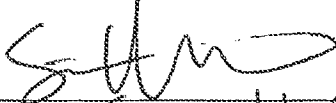
By:  _____
Print Name: Sami Al-Balher
Title: E. Director

EXHIBIT A

UNITED STATES ISSUED PATENTS

None

UNITED STATES PATENT APPLICATIONS

None

FOREIGN ISSUED PATENTS

None

FOREIGN PATENT APPLICATIONS

None

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

See attached.

Exhibit B to Patent and Trademark Security Agreement
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

Trademark	Goods	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
ARCHERY & BOW Logo (POUR LA VICTOIRE)	18-Wallets, handbags, purses, all-purpose carrying bags, leather bags and wallets, make up bags sold empty, clutch bags, messenger bags, duffle bags 25-Footwear	U.S.	85/760,269	22-Oct-2012	4,546,042	10-Jun-2014	Registered
K9	25-Footwear	U.S.	77/983,214	02-Nov-2009	4,187,213	07-Aug-2012	Registered
KD Logo (KELSI DAGGER)	18-Wallets, handbags, purses, all-purpose carrying bags, leather bags and wallets, make up bags sold empty, clutch bags, messenger bags, duffle bags 25-Footwear	U.S.	85/770,450	02-Nov-2012	4,364,165	09-Jul-2013	Registered
KDB TRIANGLE Logo	18-Backpacks, handbags	U.S.	86/024,648	31-Jul-2013	5,306,776	10-Oct-2017	Registered
KELSI DAGGER BROOKLYN (with Triangle Design)	14-Jewelry, watches, jewelry boxes 18-Backpacks, gym bags, fanny packs, wallets, handbags, purses; suit bags; all-purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, garment bags for travel, leather bags for merchandise packaging, suitcases, make-up bags sold empty, clutch bags, messenger bags, shoe bags for travel, duffle bags, dog shoes 25-Bathing suits; belts; caps being headwear; coats; dresses; hats; insoles;	U.S.	87/809,277	23-Feb-2018			Published

Exhibit B to Patent and Trademark Security Agreement

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

Trademark	Goods	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
	jackets, trousers, vests; pants; shirts; skirts; socks; suits; ties as clothing; tops as clothing; underwear; Footwear; Footwear for men and women; Footwear for children						
PLV	18-Handbags	U.S.	87/678,812	09-Nov-2017			Published
PLV	25-Footwear	U.S.	87/678,815	09-Nov-2017			Published
PLV STUDIO	25-Footwear	U.S.	85/148,657	08-Oct-2010	4,774,918	21-Jul-2015	Registered
PLVLP Logo	18-Backpacks, wallets, handbags, purses, make up bags sold empty, clutch bags, shoe bags for travel 25-Footwear and insoles	U.S.	85/981,742	20-Jan-2011	4,549,190	10-Jun-2014	Registered
ROCKET DOG	14-Jewelry, earrings, watches 18-Leather and imitation leather accessories, namely purses, handbags, tote bags, book bags, backpacks, sports bags, rucksacks, bum bags, briefcases, wallets, key cases, and luggage; Accessories, namely purses, handbags, tote bags, book bags, backpacks, sports bags, rucksacks, bum bags, briefcases, wallets, key cases and luggage	U.S.	86/721,691	11-Aug-2015			Allowed
ROCKET DOG	09-Eyewear, namely, eyeglasses and sunglasses 25-Men's, women's, boy's, girl's and infant's apparel, namely, shirts, jackets, coats,	U.S.	87/187,860	29-Sep-2016			Allowed

Exhibit B to Patent and Trademark Security Agreement

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

Trademark	Goods	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
ROCKET DOG	sweaters, ties, scarves, vests, dresses, slacks, trousers, short pants, gloves, mittens, headwear, undergarments, socks, pajamas, bathing suits, belts, boots and slippers, hats, caps, tops, bottoms, headbands, underwear, lingerie, and hosiery; active wear, namely, sports coats, jeans, wind resistant jackets, leotards, and snow skiing apparel, namely, pants, parkas and jackets	U.S.	75/676,289	07-Apr-1999	2,403,495	14-Nov-2000	Registered
ROCKET DOG	18-Leather accessories, namely, purses, handbags, tote bags, and backpacks; accessories, namely, backpacks, book bags, sports bags, bum bags, wallets, rucksacks, and luggage	U.S.	85/845,068	08-Feb-2013	5,095,679	06-Dec-2016	Registered
ROCKET DOG & Design	09-Eyewear, namely, eyeglasses and sunglasses	U.S.	87/377,252	20-Mar-2017			Allowed
ROCKET DOG & Design	25-Men's, women's, boy's, girl's and infant's apparel, namely, shirts, jackets, coats, sweaters, ties, scarves, vests, dresses, shirts, slacks, trousers, short pants, gloves, mittens, headwear, undergarments, socks, pajamas, bathing suits, belts,	U.S.	87/377,253	20-Mar-2017			Allowed

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UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

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Trademark	Goods	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
	boots and slippers, hats, caps being headwear, tops, bottoms, headbands, underwear, lingerie, and hosiery; active wear, namely, sports coats, jeans, wind resistant jackets, leotards, and snow skiing apparel, namely, pants, parkas and jackets						
ROCKET DOG & Design	14- Earrings and other jewelry and watches	U.S.	87/370,824	14-Mar-2017			Allowed
ROCKET DOG & Design	18-Leather accessories, namely purses, handbags, tote bags, and backpacks; Accessories, namely, backpacks, book bags, sports bags, bum bags, wallets, rucksacks, belts, namely, leather shoulder belts, and luggage	U.S.	87/370,828	14-Mar-2017			Allowed
ROCKET DOG & Design	25-Accessories, namely, belts for clothing.	U.S.	87/370,829	14-Mar-2017			Allowed
ROCKET DOG & Design	25-shoes	U.S.	75/202,372	22-Nov-1996	2,128,627	13-Jan-1998	Registered
Running Dog Design	25-Shoes	U.S.	75/713,644	25-May-1999	2,374,928	08-Aug-2000	Registered
Running Dog Design	18-Backpacks	U.S.	86/746,763	03-Sep-2015	5,223,855	13-Jun-2017	Registered
SOLE OF SHOE Logo (Supplemental Register)	25-Women's footwear	U.S.	85/272,603	21-Mar-2011	4,110,422	06-Mar-2012	Registered
STELLA CHASE	25-Footwear	U.S.	87/375,793	17-Mar-2017			Allowed
STELLA CHASE	18-Leather and imitation leather accessories, namely, purses, handbags, tote bags, book bags, backpacks, sports	U.S.	87/375,789	17-Mar-2017			Allowed

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Trademark	Goods	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Status
UNLEASHED	bags, rucksacks, bum bags, briefcases, wallets, key cases, and luggage; Accessories, namely, purses, handbags, tote bags, book bags, backpacks, sports bags, rucksacks, bum bags, briefcases, wallets, key cases and luggage	U.S.	86/642,515	27-May-2015			Allowed
UNLEASHED	18-Leather and imitation leather goods, namely luggage, handbags, purses, wallets, leather briefcases, leather key cases, tote bags, backpacks; purses; backpacks, book bags, sports bags, bum bags, tote bags, wallets, rucksacks and luggage	U.S.	85/150,742	12-Oct-2010	4,075,073	20-Dec-2011	Registered
UNLEASHED BY ROCKET DOG	18-Leather and imitation leather goods, namely luggage, handbags, purses, wallets, leather briefcases, leather key cases, tote bags, backpacks; purses and handbags; backpacks, book bags, sports bags, bum bags, handbags, tote bags, wallets, rucksacks and luggage	U.S.	86/642,518	27-May-2015			Allowed
UNLEASHED BY ROCKET DOG	25-Footwear	U.S.	77/915,149	19-Jan-2010	4,425,826	29-Oct-2013	Registered

TRADEMARK