

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492679

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|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MAGNUM BIKES INC | | 05/14/2018 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | TCJ II, LLC | | |
| Street Address: | One Penn Plaza | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10119 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87677366 | M | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | kansley@stradley.com | | |
| Correspondent Name: | Kareem Ansley | | |
| Address Line 1: | Stradley Ronon | | |
| Address Line 2: | 100 Park Avenue | | |
| Address Line 4: | New York, NEW YORK 10017 | | |
| ATTORNEY DOCKET NUMBER: | 188403-0001 | | |
| NAME OF SUBMITTER: | Kareem Ansley | | |
| SIGNATURE: | /Kareem Ansley/ | | |
| DATE SIGNED: | 10/04/2018 | | |
| Total Attachments: 3 | | | |
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ASSIGNMENT FOR SECURITY -- TRADEMARKS

WHEREAS, Magnum Bikes Inc. (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement, dated May 14, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TCJ Business Funding, LLC, a Delaware limited liability company (the "Lender"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Lender, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, assign, transfer, set over and grant to the Lender, a continuing security interest in the Collateral.

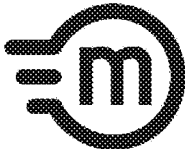
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May 14, 2018.

MAGNUM BIKES INC

By:  _____
Name: Yonatan Aharon Kayman
Title: CEO

Schedule A
Trademarks

| Mark | Country | Serial No. | Application Filing Date | Registration No. | Registration Date |
|--|----------------|-------------------|--------------------------------|-------------------------|--------------------------|
| M (stylized and/or with design)  | United States | 87677366 | 11/08/2017 | | |