

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boll & Branch, LLC		10/24/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Peapack-Gladstone Bank		
Street Address:	500 Hills Drive, Suite 300		
City:	Bedminster		
State/Country:	NEW JERSEY		
Postal Code:	07921		
Entity Type:	Association: NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87830537	BOLL & BRANCH	
Registration Number:	4769218	BOLL & BRANCH	
Serial Number:	87830556		
Registration Number:	4769245		
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Robin Riley		
SIGNATURE:	/Robin Riley/		
DATE SIGNED:	11/01/2018		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of October 24, 2018, is made by and among BOLL & BRANCH, LLC, a Delaware limited liability company (the "**Grantor**"), in favor of PEAPACK-GLADSTONE BANK (the "**Secured Party**").

WHEREAS, the Grantor has entered into a Loan Agreement, dated as of October 24, 2018 (the "**Loan Agreement**"), with the Secured Party;

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Loan Agreement, the Grantor has executed and delivered to the Secured Party that certain Security Agreement, dated as of October 24, 2018 (the "**Security Agreement**"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with federal and state governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Grantor in, to and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for

damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The 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 IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. Except as provided in Section 1(b) and solely with respect to United States intent-to-use trademark applications, the rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

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

6. Governing Law. This IP Security 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 IP Security 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BOLL & BRANCH, LLC

By:  _____

Name: David Reid

Title: CEO

Address for Notices:

332 Springfield Avenue, Suite 200
Summit, NJ 07901
Attn: Scott Tannen

Agreed to and accepted:

PEAPACK-GLADSTONE BANK

By: _____

Name: _____

Title: _____

Address for Notices:

500 Hills Drive, Suite 300
P.O. Box 700
Bedminster, NJ 07921
Attn: Loan Servicing

[Signature page to IP Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BOLL & BRANCH, LLC

By: _____

Name: _____

Title: _____

Address for Notices:


332 Springfield Avenue, Suite 200

Summit, NJ 07901

Attn: Scott Tannen

Agreed to and accepted:

PEAPACK-GLADSTONE BANK

By: _____ 

Name: KAROL CIECHANOWSKI

Title: SMD

Address for Notices:

500 Hills Drive, Suite 300

P.O. Box 700

Bedminster, NJ 07921

Attn: Loan Servicing

[Signature page to IP Security Agreement]

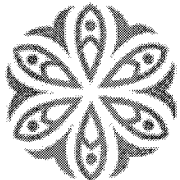
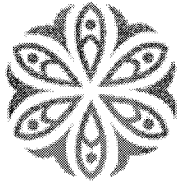
SCHEDULE 1
PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

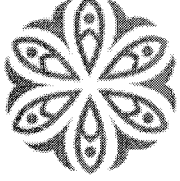
TRADEMARK REGISTRATIONS AND APPLICATIONS

1. U.S. Federal Trademark Applications & Registrations

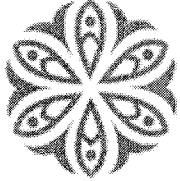
Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
<u>BOLL & BRANCH</u>	87830537	March 12, 2018			Published July 31, 2018	Boll & Branch LLC
<u>BOLL & BRANCH</u>	85928444	May 10, 2013	4769218	July 7, 2015	Registered July 7, 2015	Boll & Branch LLC
<u>Design Only</u> 	87830556	March 12, 2018			Published July 31, 2018	Boll & Branch LLC
<u>Design Only</u> 	85948750	June 3, 2013	4769245	July 7, 2015	Registered July 7, 2015	Boll & Branch LLC

2. Canadian Trademark Application & Registration

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
<u>BOLL & BRANCH</u>	1825287	March 1, 2017	TMA998734	June 11, 2018	Canada Registered Last Status Received: Registered June 11, 2018 Office Status: Registration published	Boll & Branch LLC

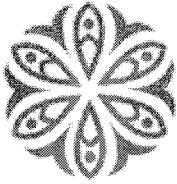
Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
<u>Design Only</u> 	1825288	March 1, 2017			Canada Allowed Last Status Received: Application pending publication July 13, 2018 Office Status: Application published	Boll & Branch LLC

3. Chinese Trademark Applications

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
<u>BOLL & BRANCH</u>	29423144	March 5, 2018			China Pending: March 5, 2018	Boll & Branch LLC
<u>Design Only</u> 	29423145	March 5, 2018			China Pending: March 5, 2018	Boll & Branch LLC

4. European Union Trademark Registrations

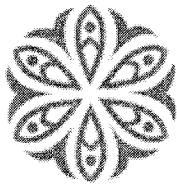
Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
<u>BOLL & BRANCH</u>	016420119	March 1, 2017	016420119	June 26, 2017	European Union Registered: June 26, 2017	Boll & Branch LLC
<u>Design Only</u>	016420325	March 1, 2017	016420325	June 26, 2017	European Union Registered:	Boll & Branch LLC

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
					June 26, 2017	

5. Indian Trademark Registrations

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
<u>BOLL & BRANCH</u>	3498060	March 2, 2017	3498060	October 31, 2017	India Registered: October 31, 2017	Boll & Branch LLC
<u>Design Only</u> 	3498061	March 2, 2017	3498061	October 31, 2017	India Registered: October 31, 2017	Boll & Branch LLC

6. Japanese Trademark Registrations

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
<u>BOLL & BRANCH</u>	2017-026679	March 2, 2017	5974061	August 25, 2017	Japan Registered: August 25, 2017	Boll & Branch LLC
<u>Design Only</u> 	2017-026680	March 2, 2017	5974062	August 25, 2017	Japan Registered: August 25, 2017	Boll & Branch LLC

SCHEDULE 3
COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.

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