

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INSIGHT 2 DESIGN, LLC		10/31/2018	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	FIRST MERCHANTS BANK		
Street Address:	200 East Jackson Street		
City:	Muncie		
State/Country:	INDIANA		
Postal Code:	47305		
Entity Type:	Chartered Bank: INDIANA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87227023	CORE	
Serial Number:	87227009	CORE	
Registration Number:	5214437	CORE	
Registration Number:	5214436	CORE	
Registration Number:	4877826	ELEVATE	
Registration Number:	4877825	ELEVATE	
CORRESPONDENCE DATA			
Fax Number:	3176361507		
<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:	317-238-6304		
Email:	rgoode@kdlegal.com		
Correspondent Name:	Robert Goode		
Address Line 1:	One Indiana Square, Ste 2800		
Address Line 4:	Indianapolis, INDIANA 46204-2079		
NAME OF SUBMITTER:	Robert J. Goode		
SIGNATURE:	/Robert J. Goode/		
DATE SIGNED:	11/06/2018		

OP \$165.00 87227023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of October 31, 2018, by **INSIGHT 2 DESIGN, LLC**, a Kansas limited liability company (the "Grantor"), in favor of **FIRST MERCHANTS BANK**, an Indiana state banking institution with a mailing address of 200 East Jackson Street, Muncie, Indiana 47305, and its successors and assigns (the "Lender").

RECITALS

A. This Agreement made in connection with certain loans in the aggregate principal amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) (collectively, the "Loan") made by Lender to Grantor, **I2D LICENSED BRANDS, LLC** and **ELEVATE, LLC** (together with Grantor, the "Borrower") pursuant to that certain Credit Agreement dated as of the date hereof by and among Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") and evidenced by that certain Promissory Note (Revolving Loan) dated as of the date hereof made by Borrower to Lender in the principal amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) (together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter the "Note").

B. Grantor has entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Collateral Agreement") with Lender pursuant to which certain obligations of Grantor owed to Lender are secured, including without limitation the obligations with respect to the Credit Agreement as evidenced by the Note.

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Lender a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in **Schedule 1** annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on **Schedule 1** annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in **Schedule 1** annexed hereto, any trademark issued pursuant to a trademark application referred to in **Schedule 1** and any trademark licensed under any trademark license listed on **Schedule 1** annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby

acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.

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[TRADEMARK SECURITY AGREEMENT]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

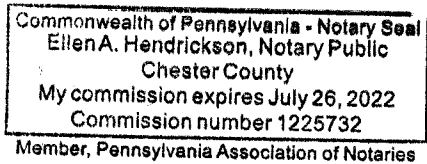
INSIGHT 2 DESIGN, LLC,
a Kansas limited liability company

By: *Robert G. Levine*
Robert G. Levine, President

STATE OF Pennsylvania)
COUNTY OF Chester) SS:

Before me, a Notary Public in and for said County and State, personally appeared Robert G. Levine, the President of Insight 2 Design, a Kansas limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity as such officer or other representative and stated that all representations therein contained are true.

WITNESS my hand and Notarial Seal this 31st day of October, 2018.



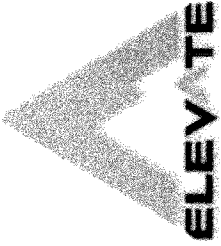
Ellen A. Hendrickson
Notary Public
Ellen A. Hendrickson
Notary Public (Printed)

My Commission Expires:
7-26-2022

My County of Residence:
Chester

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks		Reg. Date or Filing Date	Mark	Registrant/Owner
87227023		11/4/2016	CORE	Insight 2 Design, Inc.
87227009		11/4/2016	CORE	Insight 2 Design, Inc.
5214437		5/30/2017	CORE	Insight 2 Design, Inc.
5214436		5/30/2017	CORE	Insight 2 Design, Inc.

4877826	12/29/2015		Insight 2 Design, Inc.
4877825	12/29/2015	<p>ELEVATE</p>	Insight 2 Design, Inc.