

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beacons Promotions, Inc.		12/21/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Crescent Direct Lending, LLC, as Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88140872	CANYON LEATHER	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	22283 / 018		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	12/21/2018		
Total Attachments: 5			
source=Trademark Security Agreement Beacon#page1.tif			
source=Trademark Security Agreement Beacon#page2.tif			
source=Trademark Security Agreement Beacon#page3.tif			
source=Trademark Security Agreement Beacon#page4.tif			

CH \$40.00 88140872

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 21st day of December, 2018, by Beacons Promotions, Inc., a Minnesota corporation ("Grantor"), in favor of Crescent Direct Lending, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of March 23, 2016 (as amended by that certain First Amendment to Credit Agreement, dated as of December 22, 2016, as further amended by that certain Second Amendment to Credit Agreement, dated as of September 20, 2017, as further amended by that certain Third Amendment to Credit Agreement, dated as of November 15, 2017, as further amended by that certain Fourth Amendment and Limited Consent to Credit Agreement, dated as of June 13, 2018, as further amended by that certain Fifth Amendment and Limited Consent to Credit Agreement, dated as of September 14, 2018, as further amended by that certain Sixth Amendment to Credit Agreement, dated as of even date herewith, and as may be further amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of March 23, 2016, among Grantor, one or more of its affiliates, and Grantee (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

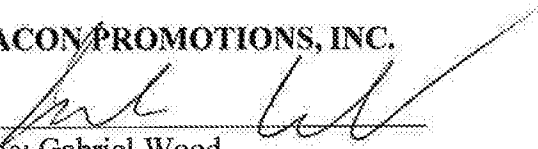
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

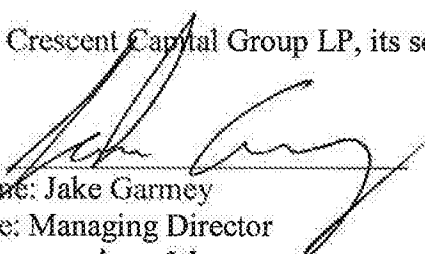
BEACON PROMOTIONS, INC.

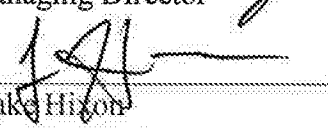
By: 
Name: Gabriel Wood
Title: Vice President and Secretary

Agreed and Accepted
As of the Date First Written Above

CRESCENT DIRECT LENDING, LLC,
as Agent

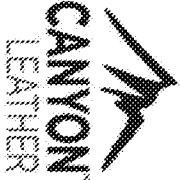
By: Crescent Capital Group LP, its sole member

By: 
Name: Jake Garney
Title: Managing Director

By: 
Name: Jake Hilton
Title: Vice President

SCHEDULE 1

Trademarks

Mark	Country	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
	USPTO	18	88140872 3-OCT-2018		Beacon Promotions, Inc.	Application

TRADEMARK

REEL: 006508 FRAME: 0030

RECORDED: 12/21/2018