

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503237

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HandStands Promo, LLC		12/21/2018	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crescent Direct Lending, LLC, as Agent		
<b>Street Address:</b>	100 Federal Street, 31st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2731769	STICKY PAD	
<b>Registration Number:</b>	2829915	MOUSE-MAT	
<b>Registration Number:</b>	2836408	ADD-A-PAD	
<b>Registration Number:</b>	2851971	CYBER GEL	
<b>Registration Number:</b>	3273026		
<b>Registration Number:</b>	3320690	GADGET GRIPS	
<b>Registration Number:</b>	3614789	BELLAGIO-ITALIA	
<b>Registration Number:</b>	4682964	DOT	
<b>Registration Number:</b>	4490534	GADGET GRIPS	
<b>Registration Number:</b>	4504266	GADGET GRIPS	
<b>Registration Number:</b>	4701134	ROADSTER	
<b>Registration Number:</b>	5459624	MADE2GO	
<b>Registration Number:</b>	3595659	SKINWARE	
<b>Serial Number:</b>	87058755	ATOM	
<b>Serial Number:</b>	87627775	PRIME GOODS CO.	
<b>Serial Number:</b>	87933546	NUMI	
<b>Serial Number:</b>	88205591	ATOM	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 2731769

**Fax Number:** 6175269899

***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:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	22283 / 018
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<b>NAME OF SUBMITTER:</b>	Christine Slattery
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<b>SIGNATURE:</b>	/Christine Slattery/
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<b>DATE SIGNED:</b>	12/21/2018
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**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 21<sup>st</sup> day of December, 2018, by HandStands Promo, LLC, a Utah limited liability company ("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:

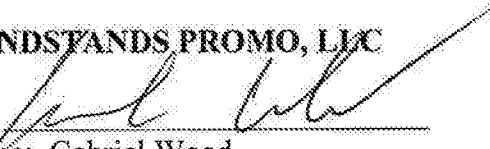
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(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.


**HANDSTANDS PROMO, LLC**

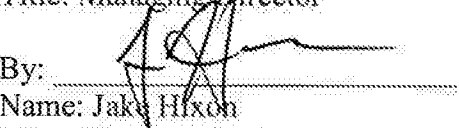
By:   
Name: Gabriel Wood  
Title: Secretary

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 Garmey  
Title: Managing Director

By:   
Name: Jake Hixon  
Title: Vice President

**SCHEDULE 1**

Trademarks

Mark	Country	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
STICKY PAD	China		12345925 29-MAR-2013	12345925 14-APR-2015	HandStands Promo, LLC	Registered
STICKY PAD	USPTO		76432341 19-JUL-2002	2731769 1-JUL-2003	HandStands Promo, LLC	Registered
MOUSE-MAT	USPTO		78179495 29-OCT-2002	2829915 6-APR-2004	HandStands Promo, LLC	Registered
ADD-A-PAD	USPTO		78179499 29-OCT-2002	2836408 27-APR-2004	HandStands Promo, LLC	Registered
CYBER GEL	USPTO		78179509 29-OCT-2002	2851971 8-JUN-2004	HandStands Promo, LLC	Registered
	USPTO		78626063 9-MAY-2005	3273026 31-JUL-2007	HandStands Promo, LLC	Registered
GADGET GRIPS	USPTO		78758148 21-NOV-2005	3320690 23-OCT-2007	HandStands Promo, LLC	Registered
BELLAGIO-ITALIA	USPTO		77426673 19-MAR-2008	3614789 5-MAY-2009	HandStands Promo, LLC	Registered
DOT	USPTO		85815178 3-JAN-2013	4682964 3-FEB-2015	HandStands Promo, LLC	Registered

Mark	Country	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
GADGET GRIPS	USPTO		85882888 21-MAR-2013	4490534 4-MAR-2014	HandStrands Promo, LLC	Registered
GADGET GRIPS	USPTO		85882989 21-MAR-2013	4504266 1-APR-2014	HandStrands Promo, LLC	Registered
ROADSTER	USPTO		86164124 13-JAN-2014	4701134 10-MAR-2015	HandStrands Promo, LLC	Registered
<b>ATOM</b>	USPTO		87058755 3-JUN-2016		HandStrands Promo, LLC	Allowed
MADE2GO	USPTO		87058749 2-JUN-2016	5459624 1-MAY-2018	HandStrands Promo, LLC	Registered
PRIME GOODS CO.	USPTO		87627775 29-SEPT-2017		HandStrands Promo, LLC	Suspended
NUMI	USPTO		87933546 23-MAY-2018		HandStrands Promo, LLC	Pending
SKINWEAR	USPTO		77230868 16-JUL-2007	3595659 24-MAR-2009	HandStrands Promo, LLC	Registered
ATOM	USPTO		88205591 26-NOV-2018		HandStrands Promo, LLC	Pending