

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HandStands Promo, LLC		12/21/2018	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Fidus Investment Corporation		
Street Address:	1603 Orrington Ave.		
Internal Address:	Suite 1005		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2731769	STICKY PAD	
Registration Number:	2829915	MOUSE-MAT	
Registration Number:	2836408	ADD-A-PAD	
Registration Number:	2851971	CYBER GEL	
Registration Number:	3273026		
Registration Number:	3320690	GADGET GRIPS	
Registration Number:	3614789	BELLAGIO-ITALIA	
Registration Number:	4682964	DOT	
Registration Number:	4490534	GADGET GRIPS	
Registration Number:	4504266	GADGET GRIPS	
Registration Number:	4701134	ROADSTER	
Registration Number:	5459624	MADE2GO	
Registration Number:	3595659	SKINWARE	
Serial Number:	88205591	ATOM	
Serial Number:	87058755	ATOM	
Serial Number:	87627775	PRIME GOODS CO.	
Serial Number:	87933546	NUMI	

OP \$440.00 2731769

CORRESPONDENCE DATA**Fax Number:**

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.

Email: lcabrera@robinsonbradshaw.com
Correspondent Name: Lisa Cabrera
Address Line 1: 101 N. Tryon St.
Address Line 2: Suite 1900
Address Line 4: Charlotte, NORTH CAROLINA 28246

NAME OF SUBMITTER:	Lisa Cabrera
SIGNATURE:	/Lisa Cabrera/
DATE SIGNED:	12/22/2018

Total Attachments: 6

source=Fidus - Hub Pen - Sixth Amendment - Trademark Security Agreement (Handstands) (Executed)#page1.tif
source=Fidus - Hub Pen - Sixth Amendment - Trademark Security Agreement (Handstands) (Executed)#page2.tif
source=Fidus - Hub Pen - Sixth Amendment - Trademark Security Agreement (Handstands) (Executed)#page3.tif
source=Fidus - Hub Pen - Sixth Amendment - Trademark Security Agreement (Handstands) (Executed)#page4.tif
source=Fidus - Hub Pen - Sixth Amendment - Trademark Security Agreement (Handstands) (Executed)#page5.tif
source=Fidus - Hub Pen - Sixth Amendment - Trademark Security Agreement (Handstands) (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 21st day of December, 2018, by HandStands Promo, LLC, a Utah limited liability company ("Grantor"), in favor of Fidus Investment Corporation, a Maryland corporation, 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 Senior Subordinated Credit Agreement dated as of March 23, 2016 (as amended by that certain First Amendment, dated as of December 22, 2016, as amended by that certain Second Amendment, dated as of September 20, 2017, as amended by that certain Third Amendment, dated as of November 15, 2017, as amended by that certain Fourth Amendment and Limited Consent to Senior Subordinated Credit Agreement, dated as of June 13, 2018, as amended by that certain Fifth Amendment and Limited Consent to Senior Subordinated Credit Agreement, dated as of September 14, 2018, as amended by that certain Sixth Amendment to Senior Subordinated Credit Agreement, dated as of the date hereof, and as the same may be further amended, restated, amended and 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 amended and supplemented prior to the date hereof and as the same may be further amended, restated, amended and 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]

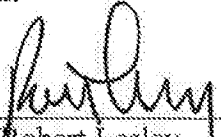
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HANDSTANDS PROMO, LLC,
a Utah limited liability company

By: 
Name: Gabriel Wood
Title: Secretary

Agreed and Accepted
As of the Date First Written Above

FIDUS INVESTMENT CORPORATION,
as Agent

By  _____
Name: Robert Lesley
Title: Authorized Signer

SCHEDULE 1**TRADEMARK REGISTRATIONS**

Mark	App. No./ App. Date	Reg. No./ Reg. Date
STICKY PAD	76432341 19-JUL-2002	2731769 1-JUL-2003
MOUSE-MAT	78179495 29-OCT-2002	2829915 6-APR-2004
ADD-A-PAD	78179499 29-OCT-2002	2836408 27-APR-2004
CYBER GEL	78179509 29-OCT-2002	2851971 8-JUN-2004
	78626063 9-MAY-2005	3273026 31-JUL-2007
GADGET GRIPS	78758148 21-NOV-2005	3320690 23-OCT-2007
BELLAGIO- ITALIA	77426673 19-MAR-2008	3614789 5-MAY-2009
DOT	85815178 3-JAN-2013	4682964 3-FEB-2015
GADGET GRIPS	85882888 21-MAR-2013	4490534 4-MAR-2014
GADGET GRIPS	85882989 21-MAR-2013	4504266 1-APR-2014
ROADSTER	86164124 13-JAN-2014	4701134 10-MAR-2015
MADE2GO	87058749	5459624

	2-JUN-2016	1-MAY-2018
SKINWEAR	77230868 16-JUL-2007	3595659 24-MAR-2009

TRADEMARK APPLICATIONS

Mark	App. No. / App. Date
ATOM	88205591 26-NOV-2018
ATOM	87058755 3-JUN-2016
PRIME GOODS CO.	87627775 29-SEPT-2017
NUMI	87933546 23-MAY-2018