

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lake red rock llc, a colorado limited liability company		12/27/2018	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Accord Financial, inc., a delaware corporation		
Street Address:	108 WEST 13TH ST		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	75398508	AMERICA'S BEST HOME BUSINESS OPPORTUNITY	
Serial Number:	85857942	ZINGZ & THINGZ	
Serial Number:	85890922	IBIZUS	
Serial Number:	86229300		
Serial Number:	86228415	LORENZ & JONES	
Serial Number:	86228365	LIGHTNING START	
Serial Number:	85202253	POWER SOURCE BATTERIES	
Serial Number:	86809505	MIGHTY MITE	
Serial Number:	86481447	MIGHTY MITE	
Serial Number:	86481430	LOAD MATE	
Serial Number:	77665315	SECURESTACK	
Serial Number:	85610859	ENDURATOP	
Serial Number:	85610850	ENDURACOVER	
Serial Number:	85610830	AQUA SHIELD	
Serial Number:	85427072	IBOATS.COM	
Serial Number:	85427025	IBOATS	
CORRESPONDENCE DATA			
Fax Number:	3127826690		

OP \$415.00 75398508

TRADEMARK

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: 8479519547
Email: zlevi23@aol.com
Correspondent Name: Zachary Levi
Address Line 1: 70 Fox Trail
Address Line 4: Lincolnshire, ILLINOIS 60069

NAME OF SUBMITTER:	Zachary Levi
SIGNATURE:	/Zack Levi/
DATE SIGNED:	12/31/2018

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of December 27, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), in favor of ACCORD FINANCIAL, INC., a Delaware corporation, as the lender (in such capacity, together with its successors and permitted assigns, "Lender"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Loan Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between Grantors and Lender, Lender has agreed to make certain loans and other financial accommodations for the benefit of the Borrowers.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Borrowers' Obligations, Grantors hereby grant to Lender a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) each Trademark listed on Schedule I 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

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

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests in the Collateral granted to Lender pursuant to the Loan Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantors and their successors and assigns and shall inure to the benefit of the Lender and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of South Carolina.

8. FORUM SELECTION AND CONSENT TO JURISDICTION. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL, IN LENDER'S SOLE DISCRETION, BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE SOUTH CAROLINA UNITED STATES DISTRICT COURT OR THE STATE COURT IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. THE BORROWER HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE SOUTH CAROLINA UNITED STATES DISTRICT COURT AND THE STATE COURT OF THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE BORROWER FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY NATIONALLY RECOGNIZED COURIER OR BY PERSONAL SERVICE. THE BORROWER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

9. WAIVER OF JURY TRIAL. LENDER AND THE BORROWER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS, THE COLLATERAL, OR ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH LENDER AND THE BORROWER ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER.

[signature page follows]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

PACIFIC DIRECT MARKETING, a California corporation

IBOATS, INC., a Nevada corporation


SPECIALTY MERCHANDISE CORPORATION, a California corporation

By: 
Name: Mark Schelbert
Title: Chief Executive Officer of each

EMERCHANTCLUB, LLC, a California limited liability company

GRACE LOCKE MARINE LLC, a Colorado limited liability company

LAKE RED ROCK LLC, a Colorado limited liability company

By: 
Name: Mark Schelbert
Title: Manager of each

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE	GRANTOR
AMERICA'S BEST HOME BUSINESS OPPORTUNITY	75398508	2344158	04/18/00	Specialty Merchandise Corporation
ZINGZ & THINGZ	85857942	4457938	12/31/13	Pacific Direct Marketing
IBIZUS	85890922	4432201	11/12/13	eMerchantClub, LLC
None [Design only]	86229300	4741919	05/26/15	Grace Locke Marine LLC
LORENZ & JONES	86228415	4741915	05/26/15	Grace Locke Marine LLC
LIGHTNING START	86228365	4621078	10/14/14	Grace Locke Marine LLC
POWER SOURCE BATTERIES	85202253	4031157	09/27/11	Grace Locke Marine LLC
MIGHTY MITE	86809505	5157198	03/07/17	Lake Red Rock LLC
MIGHTY MITE	86481447	5098152	12/13/16	Lake Red Rock LLC
LOAD MATE	86481430	4917015	03/15/16	Lake Red Rock LLC
SECURESTACK	77665315	3785846	05/04/10	Lake Red Rock LLC
ENDURATOP	85610859	4261094	12/18/12	iBoats, Inc.
ENDURACOVER	85610850	4261093	12/18/12	iBoats, Inc.
AQUA SHIELD	85610830	4300440	03/12/13	iBoats, Inc.
IBOATS.COM	85427072	4311448	04/02/13	iBoats, Inc.
IBOATS	85427025	4256149	12/11/12	iBoats, Inc.

TRADEMARK APPLICATIONS

None