

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iTank, LLC		01/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Medley Capital LLC		
Street Address:	280 park avenue, 6th floor east		
City:	new york		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3802078	I-TANK	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Brandon R. Coyle		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	120588.00078 BRC		
NAME OF SUBMITTER:	Brandon R. Coyle		
SIGNATURE:	/Brandon R. Coyle/		
DATE SIGNED:	01/07/2019		
Total Attachments: 5			
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NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “*Notice of Grant of a Security Interest—Trademarks*”) is made as of January 4, 2019 by and among iTank, LLC, a Delaware limited liability company (the “*Grantor*”), and MEDLEY CAPITAL LLC, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, the “*Grantee*”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated July 31, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), by executing and delivering the Security Agreement Supplement, dated as of December 31, 2018, in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with the goodwill of the business symbolized by Trademarks owned by the Grantor, including those set forth on *Schedule A* hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing security interest in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

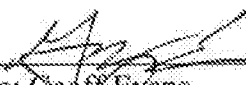
This Notice of Grant of a Security Interest—Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Notice of Grant of a Security Interest shall be governed by and construed in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

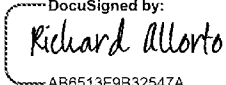
IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest—Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

ITANK, LLC

By: 
Name: Geoff Evans
Title: Secretary


ADMINISTRATIVE AGENT:

MEDLEY CAPITAL LLC,
as Administrative Agent

By:  _____
Name: Richard T. Allorto, Jr.
Title: Chief Financial Officer

**SCHEDULE A
TO
NOTICE OF GRANT OF A SECURITY INTEREST**

Trademark Registrations and Applications

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
I-TANK 	77749,615	6/2/2009	3,802,078	6/15/2010	iTank, LLC