

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Painful Pleasures, LLC		02/12/2019	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: CANADA		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	5290293	COLOR LOCK	
Registration Number:	5103406	MAG LOCK	
Registration Number:	4759244	GORILLA GRIP	
Registration Number:	4749258	RUTHLESS	
Registration Number:	4594275	STENCIL OFF	
Registration Number:	4497917	MONSTER POINT	
Registration Number:	4291750	PAINFUL PLEASURES	
Registration Number:	4302598	BUCKLE RAGE	
Registration Number:	4471400	ROOTS ESSENTIALS	
Registration Number:	4182186	PAINFUL PLEASURES	
Registration Number:	4182185	PAINFUL PLEASURES	
Registration Number:	4182187	PAINFUL PLEASURES	
Registration Number:	4163743	PAINFUL PLEASURES	
Registration Number:	4034321	BLACK BUDDHA	
Registration Number:	3883102	STENCIL STAY	
Registration Number:	3679586	MONSTER POINT	
Registration Number:	3462359	PAINFUL PLEASURES	
Registration Number:	4987843	A POUND OF FLESH	
Registration Number:	5097251	QUARTZ	
TRADEMARK			

OP \$590.00 5290293

Property Type	Number	Word Mark
Registration Number:	5054409	PEAK
Registration Number:	5054410	BLOOD
Registration Number:	5097252	ONYX
Registration Number:	4831789	HOLDFAST

CORRESPONDENCE DATA

Fax Number: 3128637867
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: 312-863-7267
Email: jaclyn.digrande@goldbergkohn.com
Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.229
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	02/18/2019

Total Attachments: 6
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of February 12, 2019, by PAINFUL PLEASURES, LLC ("Grantor"), in favor of BMO HARRIS BANK, N.A, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated February 12, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

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, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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

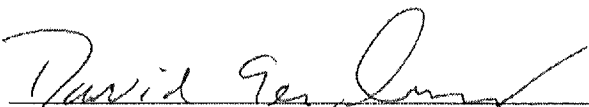
Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement 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.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

PAINFUL PLEASURES, LLC, a Maryland limited liability company

By: _____

Name: David Gershman

Title: Executive Vice President and Secretary

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
COLOR LOCK	USPTO	87319409	31-Jan-2017	5290293	19-Sep-2017	Painful Pleasures, LLC
MAG LOCK	USPTO	86888397	27-Jan-2016	5103406	20-Dec-2016	Painful Pleasures, LLC
GORILLA GRIP	USPTO	86414511	03-Oct-2014	4759244	23-Jun-2015	Painful Pleasures, LLC
RUTHLESS	USPTO	86228633	21-Mar-2014	4749258	02-Jun-2015	Painful Pleasures, LLC
STENCIL OFF	USPTO	86032467	08-Aug-2013	4594275	26-Aug-2014	Painful Pleasures, LLC
MONSTER POINT	USPTO	86032618	08-Aug-2013	4497917	18-Mar-2014	Painful Pleasures, LLC
PAINFUL PLEASURES	USPTO	85659214	22-Jun-2012	4291750	19-Feb-2013	Painful Pleasures, LLC
BUCKLE RAGE	USPTO	85528967	30-Jan-2012	4302598	12-Mar-2013	Painful Pleasures, LLC
ROOTS ESSENTIALS	USPTO	85528998	30-Jan-2012	4471400	21-Jan-2014	Painful Pleasures, LLC
PAINFUL PLEASURES	USPTO	85416243	07-Sep-2011	4182185	31-Jul-2012	Painful Pleasures, LLC
PAINFUL PLEASURES	USPTO	85416250	07-Sep-2011	4182186	31-Jul-2012	Painful Pleasures, LLC
PAINFUL PLEASURES	USPTO	85416262	07-Sep-2011	4182187	31-Jul-2012	Painful Pleasures, LLC
PAINFUL PLEASURES	USPTO	85416277	07-Sep-2011	4163743	26-Jun-2012	Painful Pleasures, LLC
BLACK BUDDHA	USPTO	85241271	14-Feb-2011	4034321	04-Oct-2011	Painful Pleasures, LLC
STENCIL STAY	USPTO	85021747	23-Apr-2010	3883102	30-Nov-2010	Painful Pleasures, LLC
MONSTER POINT	USPTO	77678532	25-Feb-2009	3679586	08-Sep-2009	Painful Pleasures, LLC
PAINFUL PLEASURES	USPTO	78938618	27-Jul-2006	3462359	08-Jul-2008	Painful Pleasures, LLC
PAINFUL PLEASURES	Canada	1547242	11-Oct-2011	TMA857297	08-Aug-2013	Painful Pleasures, LLC
PAINFUL PLEASURES	Mexico	1418741	02-Oct-2013	1481691	15-Sep-2014	Painful Pleasures, LLC
PAINFUL PLEASURES	Mexico	1418745	02-Oct-2013	1431086	29-Jan-2014	Painful Pleasures, LLC

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
PAINFUL PLEASURES	Mexico	1418744	02-Oct-2013	1426818	16-Jan-2014	Painful Pleasures, LLC
PAINFUL PLEASURES	Mexico	1418738	02-Oct-2013	1431084	29-Jan-2014	Painful Pleasures, LLC
PAINFUL PLEASURES	Mexico	1418739	02-Oct-2013	1494229	11-Nov-2014	Painful Pleasures, LLC
PAINFUL PLEASURES	Mexico	1418742	02-Oct-2013	1431085	29-Jan-2014	Painful Pleasures, LLC
PAINFUL PLEASURES	Costa Rica	2013-0008348	26-Sep-2013	233377	13-Feb-2014	Painful Pleasures, LLC
PAINFUL PLEASURES	Argentina	3301958	09-Jan-2014	2704306	08-Jan-2015	Painful Pleasures, LLC
PAINFUL PLEASURES	Argentina	3301954	09-Jan-2014	2704302	08-Jan-2015	Painful Pleasures, LLC
PAINFUL PLEASURES	Argentina	3301957	09-Jan-2014	2704305	08-Jan-2015	Painful Pleasures, LLC
PAINFUL PLEASURES	Argentina	3301955	09-Jan-2014	2704303	08-Jan-2015	Painful Pleasures, LLC
PAINFUL PLEASURES	Argentina	3301956	09-Jan-2014	2704304	08-Jan-2015	Painful Pleasures, LLC
PAINFUL PLEASURES	Argentina	3301959	09-Jan-2014	2704307	08-Jan-2015	Painful Pleasures, LLC
Painful Pleasures	Brazil	907117015	11-Dec-2013	907117015	01-Nov-2016	Painful Pleasures, LLC
Painful Pleasures	Brazil	907117384	11-Dec-2013	907117384	01-Nov-2016	Painful Pleasures, LLC
Painful Pleasures	Brazil	907117988	11-Dec-2013	907117988	01-Nov-2016	Painful Pleasures, LLC
Painful Pleasures	Brazil	907117600	11-Dec-2013	907117600	01-Nov-2016	Painful Pleasures, LLC
Painful Pleasures	Brazil	907118569	11-Dec-2013	907118569	01-Nov-2016	Painful Pleasures, LLC
Painful Pleasures	Brazil	907118135	11-Dec-2013	907118135	01-Nov-2016	Painful Pleasures, LLC
Painful Pleasures	Brazil	907118330	11-Dec-2013	907118330	01-Nov-2016	Painful Pleasures, LLC

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
PAINFUL PLEASURES	Chile	1086240	10-Dec-2013	1155644	13-Feb-2015	Painful Pleasures, LLC
PAINFUL PLEASURES	Colombia	15/145791	24-Jun-2015	527176	31-Dec-2015	Painful Pleasures, LLC
PAINFUL PLEASURES	Colombia	15/145750	24-Jun-2015	527177	23-Dec-2015	Painful Pleasures, LLC
PAINFUL PLEASURES	Colombia	15145722	24-Jun-2015	532338	07-Apr-2016	Painful Pleasures, LLC
PAINFUL PLEASURES	Ecuador	2013-49160	25-Oct-2013	7713	30-Sep-2014	Painful Pleasures, LLC
PAINFUL PLEASURES	Ecuador	2013-49167	25-Oct-2013	2786	16-Jul-2014	Painful Pleasures, LLC
PAINFUL PLEASURES	Ecuador	2013-49168	25-Oct-2013	5649	23-Jul-2014	Painful Pleasures, LLC
PAINFUL PLEASURES	Ecuador	2013-49171	25-Oct-2013	5650	23-Jul-2014	Painful Pleasures, LLC
PAINFUL PLEASURES	Ecuador	2013-49173	25-Oct-2013	5651	23-Jul-2014	Painful Pleasures, LLC
PAINFUL PLEASURES	Ecuador	2013-49174	25-Oct-2013	2898	08-Jun-2014	Painful Pleasures, LLC
PAINFUL PLEASURES	Europe	10542546	05-Jan-2012	10542546	01-Jun-2012	Painful Pleasures, LLC
PAINFUL PLEASURES	South Africa	2011/30526	28-Nov-2011	2011/30526	25-Oct-2013	Painful Pleasures, LLC
PAINFUL PLEASURES	South Africa	2011/30525	28-Nov-2011	2011/30525	25-Oct-2013	Painful Pleasures, LLC
PAINFUL PLEASURES	South Africa	2011/30528	28-Nov-2011	2011/30528	25-Oct-2013	Painful Pleasures, LLC
PAINFUL PLEASURES	South Africa	2011/30527	28-Nov-2011	2011/30527	25-Oct-2013	Painful Pleasures, LLC
PAINFUL PLEASURES	South Africa	2011/30529	28-Nov-2011	2011/30529	25-Oct-2013	Painful Pleasures, LLC
PAINFUL PLEASURES	India	2624756	08-Nov-2013	2624756	08-Nov-2013	Painful Pleasures, LLC
PAINFUL	India	2624757	08-Nov-	2624757	08-Nov.	Painful

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
PLEASURES			2013		2013	Pleasures, LLC
PAINFUL PLEASURES	Japan	2015-056674	15-Jun-2015	5894434	04-Nov-2016	Painful Pleasures, LLC
PAINFUL PLEASURES	Australia	1453065	11-Oct-2011	1453065	11-Oct-2011	Painful Pleasures, LLC
PAINFUL PLEASURES	New Zealand	966641	04-Oct-2012	966641	05-Apr-2013	Painful Pleasures, LLC
PAINFUL PLEASURES	New Zealand	850730	11-Oct-2011	850730	01-Mar-2013	Painful Pleasures, LLC
A POUND OF FLESH	USPTO	86790239	16-Oct-2015	4987843	28-Jun-2016	Painful Pleasures, LLC
QUARTZ	USPTO	86921536	26-Feb-2016	5097251	06-Dec-2016	Painful Pleasures, LLC
PEAK	USPTO	86921595	26-Feb-2016	5054409	04-Oct-2016	Painful Pleasures, LLC
BLOOD	USPTO	86921601	26-Feb-2016	5054410	04-Oct-2016	Painful Pleasures, LLC
ONYX	USPTO	86921590	26-Feb-2016	5097252	06-Dec-2016	Painful Pleasures, LLC
HOLDFAST	USPTO	86559409	10-Mar-2015	4831789	13-Oct-2015	Painful Pleasures, LLC
NOODLES TATTOO CHICAGOLAND	Illinois			105223	08-Apr-2013	Painful Pleasures, LLC
HOLDFAST	Europe	14518997	02-Sep-2015	14518997	13-May-2016	Painful Pleasures, LLC