

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HBB CONSUMER PRODUCTS LLC		02/19/2019	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	GREENLINE CDF SUBFUND XXIII LLC		
Street Address:	1324 15th Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	GREENLINE CDF SUBFUND XXXVI LLC		
Street Address:	1324 15th Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87433122	FIX YOUR LID	
Serial Number:	87436814		
Serial Number:	87727957	BARLOW'S CRAFTED FOR MEN	
Serial Number:	87528867	FIX YOUR FUZZ	
Serial Number:	87709062	HATS OFF	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	3032231100		
Email:	DNTrademarkDocket@bhfs.com		
Correspondent Name:	Daniel I. Ackerman		
Address Line 1:	410 Seventeenth Street, Suite 2200		

OP \$140.00 87433122

Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	019753.0021
NAME OF SUBMITTER:	Daniel I. Ackerman
SIGNATURE:	/Daniel I. Ackerman/
DATE SIGNED:	02/19/2019
Total Attachments: 5 source=HBB - Intellectual Property Security Agreement (Executed)#page1.tif source=HBB - Intellectual Property Security Agreement (Executed)#page2.tif source=HBB - Intellectual Property Security Agreement (Executed)#page3.tif source=HBB - Intellectual Property Security Agreement (Executed)#page4.tif source=HBB - Intellectual Property Security Agreement (Executed)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 19, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**IP Security Agreement**”), is made by HBB CONSUMER PRODUCTS LLC, a Colorado limited liability company (the “**Grantor**”), in favor of GREENLINE CDF SUBFUND XXIII LLC, a Delaware limited liability company and GREENLINE CDF SUBFUND XXXVI LLC (collectively and together with their successors and assigns, the “**Lender**”).

WHEREAS, pursuant to the Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantor, as borrower, Lender, and the other signatories thereto, Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Lender, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including all of Grantor’s copyrights, trademarks, and patents, as applicable, and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its trademarks in order to record the security interests granted therein with the United States Patent and Trademark Office (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Lender, as follows:

1. **Grant of Security.** Grantor hereby grants to the Lender, a security interest in all of Grantor’s right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Indebtedness:

(a) all (i) Owned Intellectual Property consisting of trademarks, as identified in Schedule 1 (but excluding in all cases any application for registration of a trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above; and

(b) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in (a) above, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above.

2. Recordation. Grantor authorizes and requests that the Commissioners of Patents and Trademarks and any other applicable United States or foreign government officer record this IP Security Agreement.
3. Execution in Counterparts. Section 8.7 of the Credit Agreement is incorporated *mutatis mutandis*.
4. Governing Law. Section 8.13 of the Credit Agreement is incorporated *mutatis mutandis*.
5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement, as applicable, shall govern.
6. Notice. Section 8.3 of the Credit Agreement is incorporated *mutatis mutandis*.

[signature pages follow]

WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

HBB CONSUMER PRODUCTS LLC,
a Colorado limited liability company

DocuSigned by:

By: Hendrik Wernars

Name: Hendrik Wernars

Title: Chief Executive Officer

LENDER:

GREENLINE CDF SUBFUND XXIII LLC,
a Delaware limited liability company

By: Greenline Community Development Fund,
LLC, its Managing Member

By: Greenline Community Ventures LLC, its
Managing Member

DocuSigned by:
By Andrew T Walvoord
Name: Andrew T. Walvoord
Title: Vice President

GREENLINE CDF SUBFUND XXXVI LLC,
a Delaware limited liability company

By: Greenline Community Development Fund,
LLC, its Managing Member

By: Greenline Community Ventures LLC, its
Managing Member

DocuSigned by:
By Andrew T Walvoord
Name: Andrew T. Walvoord
Title: Vice President

SCHEDULE 1

Trademarks

U.S. Trademarks

Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Reg. Date	Class and Description of Goods Covered	Owner of Record	Status
FIX YOUR LID	87433122	United States of America	May 2, 2017	Nov 28, 2017	003-Hair styling preparations	180 Innovations LLC	Registered
Miscellaneous Design (Skull Design)	87436814	United States of America	May 4, 2017	Apr 10, 2018	003-Hair styling preparations	180 Innovations LLC	Registered

Pending U.S. Trademark Applications of the Loan Parties:

Serial Number	Filing Date	Applicant	Mark
87727957	December 20, 2017	180 Innovations LLC	BARLOW'S CRAFTED FOR MEN
87528867	Jul 14, 2017	180 Innovations LLC	FIX YOUR FUZZ
87709062	Dec 5, 2017	180 Innovations LLC	HATS OFF