

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crestcom International, LLC		03/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4599911	CRESTCOM	
Registration Number:	2108719	TRAINERS TO THE WORLD	
Registration Number:	2013084	BULLET PROOF	
Registration Number:	1783133	CRESTCOM	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<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:	8047888200		
Email:	lcouch@huntonak.com		
Correspondent Name:	Hunton Andrews Kurth LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	108763.0000001		
NAME OF SUBMITTER:	David E. Baker		
SIGNATURE:	/David E. Baker/		
DATE SIGNED:	04/02/2019		
Total Attachments: 14			

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TRADEMARK SECURITY AGREEMENT

WHEREAS, CRESTCOM INTERNATIONAL, LLC, a Delaware limited liability company ("Grantor"), owns the trademarks, trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses (as defined below) listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement dated as of March 29, 2019 (as such agreement may be amended and in effect from time to time, the "Loan and Security Agreement"), among Grantor, Crestcom International Holdings, LLC and Texas Capital Bank, National Association ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all Indebtedness (as such term is defined in the Loan and Security Agreement) and all Obligations (as such term is defined in the Loan and Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration and trademark application, together with any reissues, continuations, renewals or extensions thereof, including, without limitation, the trademarks, trademark registrations and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration, including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.


This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer effective as of the 29th day of March, 2019.

GRANTOR:

CRESTCOM INTERNATIONAL, LLC

By: Crestcom International Holdings, LLC
Title: Sole Member

By: 
Name: Steve Sangalis
Title: Manager

Acknowledged:

SECURED PARTY:

TEXAS CAPITAL BANK,
NATIONAL ASSOCIATION

By: William J. Rolley, Esq.
Name: William J. Rolley
Title: Executive Vice President

Schedule 1
to
Trademark Security Agreement

A. Registered United States and Foreign Federal Trademarks

Trademark	Country	Registration Number	Owner
Crestcom	United States	4599911	Crestcom International, LLC
Trainers To The World	United States	2108719	Crestcom International, LLC
Bullet Proof	United States	2013084	Crestcom International, LLC
Crestcom	United States	1783133	Crestcom International, LLC
Trainers to the World	Peru	S00030852	Crestcom International, LLC
The Bullet Proof Manager	Canada	TMA440878	Crestcom International, LLC
Bullet Proof	Canada	TMA733128	Crestcom International, LLC
Bullet Proof	Mexico	605933	Crestcom International, LLC
Bullet Proof	WIPO	836007	Crestcom International, LLC
Bullet Proof	Norway	193760	Crestcom International, LLC
Bullet Proof	Switzerland	2P-435284	Crestcom International, LLC
Bullet Proof	Turkey	173921	Crestcom International, LLC
Bullet Proof	United Kingdom	2038253	Crestcom International, LLC
Bullet Proof	European Union	000166454	Crestcom International, LLC
Bullet Proof	Israel	291743	Crestcom International, LLC
Bullet Proof	Kuwait	107804	Crestcom International, LLC
Bullet Proof	OAPI	M75554	Crestcom International, LLC
Bullet Proof	South Africa	1999/12603	Crestcom International, LLC
Bullet Proof and Design	United Arab Emirates	17205	Crestcom International, LLC

Trademark	Country	Registration Number	Owner
Bullet Proof	Australia	665376	Crestcom International, LLC
Bullet Proof	Australia	665379	Crestcom International, LLC
Bullet Proof	Australia	665381	Crestcom International, LLC
Bullet Proof	Bolivia	82259	Crestcom International, LLC
Bullet Proof	Bermuda	52405	Crestcom International, LLC
Bullet Proof	China	24218934	Crestcom International, LLC
Bullet Proof	China	3713459	Crestcom International, LLC
Bullet Proof	Honduras	199909	Crestcom International, LLC
Bullet Proof	Hong Kong	200000855	Crestcom International, LLC
Bullet Proof	India	608095	Crestcom International, LLC
Bullet Proof	Indonesia	IDM000083167	Crestcom International, LLC
Bullet Proof	Japan	4216841	Crestcom International, LLC
Bullet Proof	Kazakhstan	285176	Crestcom International, LLC
Bullet Proof	Malaysia	97018608	Crestcom International, LLC
Bullet Proof	New Zealand	282529	Crestcom International, LLC
Bullet Proof and Design	Philippines	4-1997-127466	Crestcom International, LLC
Bullet Proof	Singapore	T9609985G	Crestcom International, LLC
Bullet Proof	Taiwan	00105211	Crestcom International, LLC
Bullet Proof	Vietnam	4-0171686-000	Crestcom International, LLC
Bullet Proof	Argentina	1899089	Crestcom International, LLC
Bullet Proof	Brazil	822847060	Crestcom International, LLC
Bullet Proof	Chile	938711	Crestcom International, LLC

Trademark	Country	Registration Number	Owner
Bullet Proof	Colombia	258216	Crestcom International, LLC
Bullet Proof	Ecuador	1762	Crestcom International, LLC
Bullet Proof	Guatemala	112199	Crestcom International, LLC
Bullet Proof	Panama	89700	Crestcom International, LLC
Bullet Proof and Design	Peru	S00017720	Crestcom International, LLC
Bullet Proof	Saudi Arabia	143009827	Crestcom International, LLC
Bullet Proof	Thailand	Bor 6698	Crestcom International, LLC
Bullet Proof	Uruguay	419919	Crestcom International, LLC
Bullet Proof	Venezuela	S008131	Crestcom International, LLC
Crestcom	Puerto Rico	PR 38007	Crestcom International, LLC
Crestcom	Puerto Rico	PR 38008	Crestcom International, LLC
Crestcom	Puerto Rico	PR 38009	Crestcom International, LLC
Crestcom	Canada	TMA453642	Crestcom International, LLC
Crestcom	China	3713461	Crestcom International, LLC
Crestcom	China	3713460	Crestcom International, LLC
Crestcom	China	3713462	Crestcom International, LLC
Crestcom	China	1708945	Crestcom International, LLC
Crestcom	China	1774278	Crestcom International, LLC
Crestcom	Costa Rica	128084	Crestcom International, LLC
Crestcom	Costa Rica	128085	Crestcom International, LLC
Crestcom	Costa Rica	128086	Crestcom International, LLC
Crestcom	El Salvador	28130	Crestcom International, LLC

Trademark	Country	Registration Number	Owner
Crestcom	El Salvador	202129	Crestcom International, LLC
Crestcom	El Salvador	193138	Crestcom International, LLC
Crestcom	Honduras	128333	Crestcom International, LLC
Crestcom	Honduras	128331	Crestcom International, LLC
Crestcom	Honduras	19911	Crestcom International, LLC
Crestcom	Mexico	505011	Crestcom International, LLC
Crestcom	Mexico	505012	Crestcom International, LLC
Crestcom	Mexico	505013	Crestcom International, LLC
Crestcom	WIPO	837056	Crestcom International, LLC
Crestcom	Norway	155850	Crestcom International, LLC
Crestcom	Switzerland	P-396453	Crestcom International, LLC
Crestcom	Turkey	168826	Crestcom International, LLC
Crestcom	Turkey	169438	Crestcom International, LLC
Crestcom	European Union	000166413	Crestcom International, LLC
Crestcom	Israel	291744	Crestcom International, LLC
Crestcom	Japan	4236069	Crestcom International, LLC
Crestcom	Jordan	42028	Crestcom International, LLC
Crestcom	Jordan	42029	Crestcom International, LLC
Crestcom	Kazakhstan	28517	Crestcom International, LLC
Crestcom	Kuwait	107801	Crestcom International, LLC
Crestcom	Kuwait	107802	Crestcom International, LLC
Crestcom	Kuwait	1078023	Crestcom International, LLC

Trademark	Country	Registration Number	Owner
Crestcom	OAPI	M75522	Crestcom International, LLC
Crestcom	OAPI	M75523	Crestcom International, LLC
Crestcom	South Africa	1993/01330	Crestcom International, LLC
Crestcom	South Africa	1993/01332	Crestcom International, LLC
Crestcom	South Africa	1993/01331	Crestcom International, LLC
Crestcom	United Arab Emirates	17204	Crestcom International, LLC
Crestcom	Australia	705979	Crestcom International, LLC
Crestcom	Australia	570465	Crestcom International, LLC
Crestcom	Australia	570464	Crestcom International, LLC
Crestcom	India	422324	Crestcom International, LLC
Crestcom	India	257728	Crestcom International, LLC
Crestcom	India	264789	Crestcom International, LLC
Crestcom	Indonesia	IDM000018650	Crestcom International, LLC
Crestcom	Indonesia	IDM000018652	Crestcom International, LLC
Crestcom	Indonesia	IDM000497625	Crestcom International, LLC
Crestcom	Malaysia	92000266	Crestcom International, LLC
Crestcom	Malaysia	92000267	Crestcom International, LLC
Crestcom	Malaysia	97018623	Crestcom International, LLC
Crestcom	New Zealand	215540	Crestcom International, LLC
Crestcom	New Zealand	215541	Crestcom International, LLC
Crestcom	New Zealand	215542	Crestcom International, LLC
Crestcom	Philippines	4-1994-64023	Crestcom International, LLC

Trademark	Country	Registration Number	Owner
Crestcom	Philippines	4-1994-64900	Crestcom International, LLC
Crestcom	Philippines	4-1994-65144	Crestcom International, LLC
Crestcom	Saudi Arabia	143009830	Crestcom International, LLC
Crestcom	Saudi Arabia	143009829	Crestcom International, LLC
Crestcom	Saudi Arabia	143009828	Crestcom International, LLC
Crestcom	Singapore	T9200276Z	Crestcom International, LLC
Crestcom	Singapore	T9200277H	Crestcom International, LLC
Crestcom	Singapore	T9200277F	Crestcom International, LLC
Crestcom	Taiwan	00735712	Crestcom International, LLC
Crestcom	Taiwan	00086658	Crestcom International, LLC
Crestcom	Thailand	BOR4519	Crestcom International, LLC
Crestcom	Thailand	KOR46053	Crestcom International, LLC
Crestcom	Thailand	KOR47248	Crestcom International, LLC
Crestcom	Vietnam	4-0171687-000	Crestcom International, LLC
Crestcom	Bermuda	52406	Crestcom International, LLC
Crestcom	Bermuda	52407	Crestcom International, LLC
Crestcom	Bermuda	52408	Crestcom International, LLC
Crestcom and Design	Bolivia	90723	Crestcom International, LLC
Crestcom and Design	Bolivia	91951	Crestcom International, LLC
Crestcom and Design	Brazil	822981130	Crestcom International, LLC
Crestcom and Design	Brazil	822847116	Crestcom International, LLC
Crestcom and Design	Brazil	822847124	Crestcom International, LLC

Trademark	Country	Registration Number	Owner
Crestcom and Design	Chile	784450	Crestcom International, LLC
Crestcom and Design	Chile	784449	Crestcom International, LLC
Crestcom and Design	Chile	800334	Crestcom International, LLC
Crestcom and Design	Colombia	197459	Crestcom International, LLC
Crestcom and Design	Colombia	197458	Crestcom International, LLC
Crestcom and Design	Colombia	197460	Crestcom International, LLC
Crestcom and Design	Ecuador	660	Crestcom International, LLC
Crestcom and Design	Ecuador	1445	Crestcom International, LLC
Crestcom and Design	Ecuador	1446	Crestcom International, LLC
Crestcom and Design	Guatemala	112890	Crestcom International, LLC
Crestcom and Design	Guatemala	112200	Crestcom International, LLC
Crestcom and Design	Guatemala	112549	Crestcom International, LLC
Crestcom	Panama	89701	Crestcom International, LLC
Crestcom	Panama	89702	Crestcom International, LLC
Crestcom	Panama	89703	Crestcom International, LLC
Crestcom and Design	Peru	P00041869	Crestcom International, LLC
Crestcom and Design	Peru	P00042343	Crestcom International, LLC
Crestcom and Design	Peru	S00013003	Crestcom International, LLC
Crestcom	Uruguay	419918	Crestcom International, LLC
Crestcom	Venezuela	S008130	Crestcom International, LLC
Crestcom	Venezuela	P206179	Crestcom International, LLC
Crestcom	Venezuela	P210346	Crestcom International, LLC

Trademark	Country	Registration Number	Owner
Crestcom	Barbados	81_030611	Crestcom International, LLC
Crestcom	Barbados	81_030612	Crestcom International, LLC
Crestcom	Barbados	81_030610	Crestcom International, LLC
Crestcom	Trinidad and Tobago	46588	Crestcom International, LLC

B. Pending United States and Foreign Trademark Applications

Trademark	Country	Application Number	Owner
Crestcom	Bahamas	36958	Crestcom International, LLC
Bullet Proof	Barbados	N/A	Crestcom International, LLC
Bullet Proof Manager	Costa Rica	2013-7074	Crestcom International, LLC
Crestcom	Ecuador	2018-64094	Crestcom International, LLC
Crestcom	Puerto Rico	232164-41-1	Crestcom International, LLC

C. Trademark Licenses.

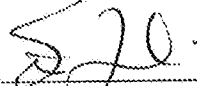
None.

STOCK POWER

FOR VALUE RECEIVED, the undersigned, Crestcom International, LLC, a Delaware limited liability company, does hereby assign and transfer to _____, _____ (_____) ordinary shares of Crestcom SA (Proprietary) Limited, a South African private company (the "Company"), represented by Certificate(s) No(s). _____ and does here-with and hereby irrevocably constitute and appoint _____ as attorney to transfer the said stock on the books of the Company with full power of substitution in the premises.

DATED as of _____, _____.

Crestcom International, LLC

By:  _____

Name: Steve Sangalis

Title: Vice President and Assistant Secretary