

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517292

| | | | |
|---|-------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CRESTCOM INTERNATIONAL, LLC | | 03/29/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | FARRAGUT SBIC FUND II, LP | | |
| Street Address: | 5301 WISCONSIN AVENUE NW, SUITE 410 | | |
| City: | WASHINGTON | | |
| State/Country: | D.C. | | |
| Postal Code: | 20015 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| 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: | 2149326499 | | |
| <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: | 2149326400 | | |
| Email: | sshernandez@mcguirewoods.com | | |
| Correspondent Name: | AISHA NOOR | | |
| Address Line 1: | 2000 MCKINNEY AVENUE, SUITE 1400 | | |
| Address Line 2: | MCGUIREWOODS LLP | | |
| Address Line 4: | DALLAS, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 2057556-0032 | | |
| NAME OF SUBMITTER: | Stephanie Hernandez | | |
| SIGNATURE: | /Stephanie Hernandez/ | | |
| DATE SIGNED: | 04/03/2019 | | |
| Total Attachments: 13 | | | |

OP \$115.00 4599911

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TRADEMARK SECURITY AGREEMENT

March 29, 2019

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 Senior Subordinated 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 Farragut SBIC Fund II, LP, a Delaware limited partnership ("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.

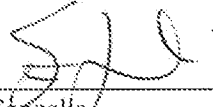
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made 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 date first written above.

GRANTOR:

CRESTCOM INTERNATIONAL, LLC

By: Crestcom International Holdings, LLC
Title: Sole Member

By: 
Name: Steve Sangalls
Title: Manager

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 006608 FRAME: 0705

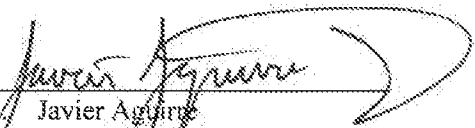
Acknowledged:

SECURED PARTY:

FARRAGUT SBIC FUND II, LP

By: Farragut Capital Partners II, LLC,
its General Partner

By: Farragut Capital Partners, Inc.,
its Manager

By: 
Name: Javier Aguirre
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 |
| Crestctom | 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 |
| Crestctom | 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.