

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Titus Group, Inc.		04/05/2019	Corporation:
RECEIVING PARTY DATA			
Name:	White Oak Commercial Finance, LLC		
Street Address:	1155 Avenue of Americas, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5506745	FUNKLOK	
Registration Number:	5506747	EVER SEAL	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	04/16/2019		
Total Attachments: 5			
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 5, 2019, is made by the entity identified on the signature page hereto as the Grantor (the "*Grantor*"), in favor of White Oak Commercial Finance, LLC (the "*Lender*").

WITNESSETH

WHEREAS, the Grantor entered into a Loan, Security and Guaranty Agreement (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Credit Agreement"), with Lender; and

WHEREAS, pursuant to the Credit Agreement, the Grantor has granted to the Lender a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined herein);

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce the Lender to make extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Lender as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "*Trademark Collateral*"):

- i. all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- ii. all renewals and extensions of the foregoing;
- iii. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- iv. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Credit Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark

Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4 Grantor Remains Liable. The Grantor hereby agrees that, notwithstanding anything to the contrary herein, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks Licenses subject to the security interest hereunder.

Section 5 Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

Section 6 Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

TITUS GROUP, INC.

as Grantor

By: 
Name: Maxwell W. Farley
Title: CEO and President

ACCEPTED AND AGREED as of the date first above written

WHITE OAK COMMERCIAL FINANCE, LLC

as Lender

By: _____
Name: Mignon Winston
Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006619 FRAME: 0885

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

Very truly yours,

TITUS GROUP, INC.

as Grantor

By: _____

Name: Maxwell W. Farley

Title: CEO and President

ACCEPTED AND AGREED as of the date first above written

WHITE OAK COMMERCIAL FINANCE, LLC

as Lender

By: 

Name: Mignon Winston

Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006619 FRAME: 0886

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Application No.	Registration No.	Filed Date	Registration	Owner	Jurisdiction	Mark
87656164	FEDTM 5506745	October 23, 2017	July 03, 2018	TITUS GROUP, INC.	U.S. Federal	FunkLok
87656173	FEDTM 5506747	October 23, 2017	July 03, 2018	TITUS GROUP, INC.	U.S. Federal	Ever Seal

2. TRADEMARK APPLICATIONS

Serial No.	Application Date	Owner	Jurisdiction	Mark
88314990	25-Feb-19	TITUS GROUP, INC.	U.S. Federal	KwikRigid

3. TRADEMARK LICENSES

None