

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCS Direct, Inc.		05/23/2019	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Entrepreneur Growth Capital LLC		
Street Address:	505 Park Avenue		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4304979	SIMPLECUPS	
Registration Number:	4316304	CANINE COACH	
Registration Number:	4348112	POTTY SHIELDS	
Registration Number:	4397848	BIKE SPOKIES	
Registration Number:	4675047	POCKET NANNY	
Registration Number:	4586167	LITTLE SPROUTS	
Registration Number:	4578380	GRIZZLY GEAR	
Registration Number:	3412402	FASTA PASTA	
Registration Number:	4831083	HATCH 'EMS	
Registration Number:	4990574		
Registration Number:	4112393	LAWN JAWS	
Registration Number:	5208581	DRESS ALONG DOLLY	
Registration Number:	5726354	SCS DIRECT	
Registration Number:	3407743	BETTER BREADER	
Registration Number:	3447325	THE BETTER BAKER	
Registration Number:	4242065	MONSTER BINDERS	
Registration Number:	3976927	MONSTER PROTECTORS	
Registration Number:	3976923	MONSTER PROTECTORS	

CH \$615.00 4304979

Property Type	Number	Word Mark
Registration Number:	3940167	GIANT STEPS
Registration Number:	4190715	RIDE ALONG DOLLY
Registration Number:	4193895	SIPPING STONES
Registration Number:	4245287	TRUE ON THE ROCKS TASTE
Serial Number:	88387309	MONSTER TERRAIN
Serial Number:	88387313	MONSTER ADVENTURE TERRAIN

CORRESPONDENCE DATA

Fax Number: 2024083141
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: 2024083141
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	805402
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	06/12/2019

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 23, 2019, is made by SCS DIRECT, INC., a Connecticut corporation ("Grantor") with an address of 9 Trefoil Drive, Trumbull, Connecticut 06611 in favor of ENTREPRENEUR GROWTH CAPITAL LLC, a Delaware limited liability company ("Lender") with an address of 505 Park Avenue, 6th Floor, New York, NY 10022.

WITNESETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Borrower; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

"Patents" means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or

any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

a. all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

b. all of its Trademarks (*provided* that no security interest shall be granted in any “intent to use” trademark applications for which a statement of use has not been filed with and accepted by the U.S. Patent and Trademark Office but only until such statement is filed), and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

c. all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

d. all reissues, continuations or extensions of the foregoing;

e. all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

f. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, registered Trademark or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

a. Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright material to the operation of Grantor's business, its right to register the same, or to keep and maintain the same.

b. Within 30 days of filing an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency Grantor shall notify Lender of such filing and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

c. Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of Grantor's Patents or Trademarks (now or hereafter existing) material to

the operation of Grantor's business, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

d. In the event that any of the Intellectual Property Collateral material to the operation of Grantor's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, Grantor shall immediately take all actions as Grantor shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

Upon such termination, Lender shall execute, at the expense of Borrower, such releases and terminations in form suitable for filing with respect to the Liens granted hereunder.

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

SCS DIRECT, INC.

By:  _____

Name: Howard Greenspan
Title: CEO

ACCEPTED and ACKNOWLEDGED by:

ENTREPRENEUR GROWTH CAPITAL, LLC

By:  _____

Dean Landis, President

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached.

2. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Publication No.</u>	<u>Date</u>
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See attached.

3. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCS Direct -- Patent Attachment

Title	US Application Serial Number	US Patent Number	Filing Date	Date Issued
Smoker Box	29619274		9/28/2017	
Roasting Rack	13719446	9155423	12/19/2012	10/13/2015
Multi-Event Timer Device	11432359	7522477	5/10/2006	4/21/2009
Child Safety Seat	11751136	7530635	5/21/2007	5/12/2009
Device for microwave heating of a food product	12530924	8071923	9/11/2009	12/6/2011
Heat-Sealed Waste Disposal	29401992	D665,551	9/19/2011	8/14/2012
Crib	29300797	D591529	5/14/2008	5/5/2009
Crib	29300796	D594245	5/14/2008	6/16/2009
Crib	29309920	D602280	11/12/2008	10/20/2009
Bouncer	29269219	D602266	11/24/2006	10/20/2009
Kick and Balance Trainer	29227971	D560259	4/19/2005	1/22/2008
Mini Furniture Chair	29371076	D642395	10/12/2010	8/2/2011
Box	29550674	D803043	1/6/2016	11/21/2017
Weed Extraction System, method	12793303	8469422	6/3/2010	6/25/2013
Barbeque Grill	29569931	D814227	7/1/2016	4/3/2018
Canted Grill	15617022		6/8/2017	
Reverse French Press	15396714		1/2/2017	
Food Coating Apparatus	09366365	6367409	8/3/1999	4/9/2002
Gourmet Bowl Maker	29285143	D574180	3/22/2007	8/5/2008
Gourmet Bowl Maker	29285153	D574183	3/22/2007	8/5/2008
Gourmet Bowl Maker	29285150	D574181	3/22/2007	8/5/2008
Interlocking Baked Food Brick	62780357		12/17/2018	
Game Piece	29675671		1/4/2019	
Canted Grill	Pending			

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached.

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
-------------	------------------------	-------------

See attached.

3. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None

SCS Direct – Trademark Attachment

SIMPLECUPS	4304979	2013-03-19
CANINE COACH	4316304	2013-04-09* Not Renewed
POTTY SHIELDS	4348112	2013-06-04
BIKE SPOKIES	4397848	2013-09-03
POCKET NANNY	4675047	2015-01-20
LITTLE SPROUTS	4586167	2014-08-12
GRIZZLY GEAR	4578380	2014-08-05
FASTA PASTA	3412402	2008-04-15
HATCH 'EMS	4831083	2015-10-13
[Holographic plastic in a Clam-shaped pattern that Reflects a spectrum of color]	4990574	2016-06-28
LAWN JAWS	4112393	2012-03-13
FASTA PASTA	1292586 (Intl)	2016-02-12
DRESS ALONG DOLLY	5208581	2017-05-23
SCS DIRECT	5726354	2019-04-16
BETTER BREADER	3407743	2008-04-08
THE BETTER BAKER	3447325	2008-06-17
MONSTER BINDERS	4242065	2012-11-13
MONSTER PROTECTORS	3976927	2011-06-14
MONSTER PROTECTORS	3976923	2011-06-14
GIANT STEPS	3940167	2011-04-05
RIDE ALONG DOLLY	4190715	2012-08-04
SIPPING STONES	4193895	2012-08-21
TRUE ON THE ROCKS TASTE	4245287	2012-11-20

APPLICATIONS:

MONSTER TERRAIN	Serial No. 88387309	Filed 2019-04-16
MONSTER ADVENTURE TERRAIN	Serial No. 88387313	Filed 2019-04-16

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

1. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None.		

2. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		