

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Iconex LLC		06/14/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC, as collateral aegnt		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1670208	NASHUA	
Registration Number:	1675847	NASHUA	
Registration Number:	3026280	SCRATCH & SECURE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1873		
NAME OF SUBMITTER:	Scott Kareff (014951-1873)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	06/17/2019		
Total Attachments: 3			
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NOTICE OF SECURITY INTEREST - - TRADEMARKS

June 14, 2019

WHEREAS, Iconex LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the respective trademarks and service marks listed on the attached Schedule A (the "Trademarks"), which trademarks and service marks may be registered or applied for in the United States Patent and Trademark Office and the Canadian Intellectual Property Office;

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated April 12, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance Agency, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, worldwide, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof filed now or in the future, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of the date first above written.

ICONEX LLC

By: 
Name: Ira Genser
Title: Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 006671 FRAME: 0775

SCHEDULE A TO NOTICE OF SECURITY INTEREST

Trademarks and Trademark Applications

	Company	Owner of Record	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
1.	Iconex LLC	Iconex LLC	Canada	NASHUA (word mark)	259,443	Nov 7, 1978	May 29, 1981
2.	Iconex LLC	Iconex LLC	US	NASHUA (word mark)	1,670,208	Jun 21, 1990	Dec 31, 1991
3.	Iconex LLC	Iconex LLC	US	NASHUA (word mark)	1,675,847	Oct 29, 1990	Feb 18, 1992
4.	Iconex LLC	Iconex LLC	US	SCRATCH & SECURE (word mark)	3,026,280	Dec 27, 2004	Dec 13, 2005