

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535868

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VIOLET FOG INTERNATIONAL LLC		05/06/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK LEUMI USA		
<b>Street Address:</b>	579 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Chartered Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87385257	X.X.I. MCQUEEN AND THE VIOLET FOG	
<b>Serial Number:</b>	87422007		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122076400		
<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>			
<b>Phone:</b>	312-207-1000		
<b>Email:</b>	ipdocket-chi@reedsmith.com		
<b>Correspondent Name:</b>	Matthew Limbert		
<b>Address Line 1:</b>	10 South Wacker Drive		
<b>Address Line 2:</b>	Reed Smith, LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Matthew Limbert		
<b>SIGNATURE:</b>	/Matthew Limbert/		
<b>DATE SIGNED:</b>	08/08/2019		
<b>Total Attachments: 8</b>			
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**PATENTS, TRADEMARKS, COPYRIGHTS  
& LICENSES SECURITY AGREEMENT**

THIS Security Agreement (this "Agreement") is effective as of this 6<sup>th</sup> day of May, 2019, by **VIOLET FOG INTERNATIONAL LLC**, a limited liability company organized under the laws of the State of Delaware, with its principal place of business at 81 Greene Street, 2nd FL, New York, NY 10012 (the "Debtor") and **BANK LEUMI USA**, having an office at 579 Fifth Avenue, New York, NY 10017 (the "Bank").

**WITNESSETH**

WHEREAS, in consideration of credit and/or other financial accommodations, which have been or which may from time to time be extended to Debtor by Bank, as evidenced by such promissory notes, loan applications and agreements, security agreements, loan and/or credit agreements, mortgages, guarantees of payment and such other documents as may from time to time be delivered for the benefit of Bank (the "Loan Documents"), Debtor has agreed to grant and transfer to Bank a security interest in all of the Debtor's new provisional and non-provisional applications, issued patents, patent rights, continuation in part divisional and substitute applications resulting from a reissued or reexamination proceeding and any foreign equivalents, and improvements (collectively, "Patents"); trademarks, service marks, tradenames, unregistered trademarks, trademark applications, service trademark registration or application, service tradenames, trade dress, logos, designs, fictitious business names, any business identifiers and any other indication of origin (collectively, "Trademarks"), copyrights, copyright applications (collectively, "Copyrights"), licenses ("Licenses") and any and all renewals, continuations in part, extensions or other modifications thereof and goodwill associated thereto ("Goodwill") as listed on Exhibit 1 Schedule of Patents, Trademarks, Licenses and Copyrights (all such Patents, Trademarks, Copyrights, Licenses or Goodwill hereinafter referred to as the "Assets"), but excluding the Excluded Assets;

WHEREAS, the Excluded Assets include any "intent to use" Trademark applications under Section 1(b) of the Lanham Act (15 U.S.C. § 1051(b)) for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office);

NOW, THEREFORE, Bank may register this Agreement with the U.S. Patent and Trademark Office ("USPTO") as collateral security for all indebtedness, obligations and liabilities, direct or indirect, absolute or contingent, joint, several, or independent, secured or unsecured, liquidated or unliquidated, contractual or tortious, of the Debtor, due or to become due, now existing or hereafter arising or incurred for the indebtedness of Debtor to Bank, and now or hereafter payable to or held by the Bank for its own account or as agent for another or others, whether created directly or acquired by assignment, participation or otherwise, and whether incurred as primary debtor, comaker, surety, endorser, guarantor or

otherwise, the Debtor hereby irrevocably grants and transfers to the Bank a security interest in and to the Assets;

TO HAVE AND TO HOLD the same unto the Bank as and for collateral security and to the successors, legal representatives and assigns of the Bank in accordance with the terms and provisions hereof.

1. The Debtor represents, warrants and covenants to the Bank as follows: (a) The Assets are owned and held by the Debtor or will be owned by Debtor; provided that, for those Trademarks of the Assets not yet owned by Debtor, Debtor will, as soon as practicable, but in no event later than 90 days following the date of this Agreement, make all filings of transfer/assignment with the relevant governmental authorities that accept recordings of such filings ; (b) Debtor has not made and will make no sale, assignment, pledge, grant of any option, transfer or other encumbrance of the Assets, other than in the ordinary course with notice to and consent of the Bank, and for sake of clarity, Debtor may make reasonable business decisions, which do not materially impair the Bank's security interest in the Assets, and Debtor will provide notice to Bank for express abandonment of any intellectual property covered by this Agreement; (c) Debtor has complied in all material respects with and will continue for the duration of this Agreement to comply in all material respects with, the requirements set forth in 15 U.S.C. §§ 1051-1127, 17 U.S.C. § 101, et seq., 35 U.S.C. § 101 et seq., and any other applicable statutes, rules and regulations in connection with its use of the Assets; (d) there are no actions, suits or proceedings pending, or to the knowledge of the Debtor threatened in writing, against or affecting the Assets, or involving the validity or enforceability of the Assets; (e) The Debtor shall give prompt written notice to the Bank of any claim(s) or actions related to the Assets together with a complete copy of each such claim, and shall defend any such claim or action related to the Assets and protect such Assets from infringement, unfair competition or dilution or damage by all appropriate actions at Debtor's sole cost and expense; and (f) for those filings made under clause (a) above, which had not been approved and made effective within the 90 days, Debtor shall, if requested in writing by Bank thereafter, provide sufficient proof to the Bank of any such filings that have been subsequently approved and made effective by the relevant governmental authorities or that have been subsequently declined and the reasoning for such declination.

2. The occurrence of any of the following events ("Events of Default") shall constitute a default hereunder: (a) A material misrepresentation or breach by the Debtor of any statement, covenant, condition, agreement, or warranty contained herein; (b) An "Event of Default", under the Loan Documents; (c) If the Debtor shall: (i) commence a voluntary case for relief as a debtor under the United States Bankruptcy Code or file a petition to take advantage of any other present or future insolvency act or other applicable law relating to bankruptcy, insolvency, reorganization or relief of debtors; or (ii) make an assignment for the benefit of creditors; or (iii) consent to, or acquiesce in, the appointment of a receiver, liquidator, trustee, custodian or other similar official of itself or the whole or any substantial part of its properties or assets. Upon the occurrence of an Event of Default, the Bank shall be entitled to enforce any and all of its rights hereunder and/or under the Loan Documents. Upon any Event of Default (as set forth in this Agreement) and in addition to all other rights and remedies given to it by this Agreement, those allowed by law and the rights and remedies of a secured party

under the Uniform Commercial Code then in effect in the State of New York and, without limiting the generality of the foregoing, the Bank shall have the right but not be bound to immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which Debtor hereby expressly waives to the fullest extent it may under applicable law, sell at public or private sale or otherwise realize upon, at Debtor's place of business or elsewhere, all or from time to time any of the Assets, or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Assets all expenses (including all reasonable attorney or broker's fees), shall apply the proceeds to payment of the indebtedness of Debtor to Bank in such order as Bank may determine. Any remainder of the proceeds after payment in full of the such indebtedness shall be paid over to the Debtor. In the event Bank decides to sell the Assets, notice of any sale or other disposition of the Assets shall be given to Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of the Assets is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, if Bank decides to sell or dispose of the Assets, Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Assets sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released.

3. Any and all fees, costs, and expenses, of whatever kind or nature, including the reasonable attorney fees (both outside counsel and allocated costs of in-house counsel) and legal expenses incurred by Bank in connection with the registration of this Agreement with the USPTO (including all taxes in connection therewith), the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, shall be borne and paid by Debtor on demand by Bank and until so paid shall be added to the principal amount of the indebtedness of Debtor to Bank and shall bear interest at the rate prescribed in the Loan Documents.

4. Debtor hereby irrevocably authorizes and empowers Bank, upon the occurrence of an Event of Default, to make, constitute, and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Bank to use the Assets, or to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

5. Debtor hereby grants to Bank and its employees and agents, with fourteen (14) days' prior written notice, the right to visit Debtor's facilities which create any Assets and to inspect the books and records relating thereto, to determine compliance or non-compliance with the terms and conditions of this Agreement, with such third parties being subject to confidentiality restrictions, at such reasonable times, during regular business hours.

6. This Agreement shall not operate to impose any liability or responsibility whatsoever upon the Bank or its successors, legal representatives or assigns for any of the debts, liabilities or obligations, present and/or future, of the Debtor or for the

performance of any of the Debtor's obligations in connection with the Assets for which the Debtor shall remain liable with the same effect as though this Agreement had not been signed. The Debtor hereby agrees to indemnify, hold harmless and defend the Bank from and against any such loss, claim or expense incurred by any such imposition of liability or responsibility (actual or attempted) including but not limited to, a claim that the Bank's use of the Assets with the identified goods and services in the applications or registrations in commerce in the United States infringe on the valid U.S. intellectual property rights of others, such indemnity to include, in each such case, reasonable counsel fees and disbursements.

7. Bank shall have no duty of care with respect to the Assets, except that Bank shall exercise reasonable care with respect to Assets in Bank's custody, but shall be deemed to have exercised reasonable care if such Assets are accorded treatment substantially equal to that which Bank accords its own property, or if Bank takes such action with respect to the Assets as the Debtor shall request in writing, but no failure to comply with any such request nor any omission to do any such act requested by the Debtor shall be deemed a failure to exercise reasonable care, nor shall Bank's failure to take steps to preserve rights against any parties or property be deemed a failure to have exercised reasonable care with respect to the Assets in Bank's custody.

8. Neither any failure nor any delay on the part of the Bank in exercising any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof. No modification or waiver of any provision of this Agreement, nor consent to any departure by Bank from any of the terms or conditions thereof, shall in any event effect any rights of Bank under the Loan Documents unless it shall be in writing and executed in accordance with the provisions of the Loan Documents, and then such modification, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

9. After the occurrence of an Event of Default, the Debtor hereby authorizes the U.S. Patent and Trademark Office to issue or transfer all said Assets to the Bank or otherwise as the Bank may direct in accordance with this Security Agreement.

10. This Agreement and rights of the Bank hereunder shall terminate when all indebtedness shall have been fully and finally paid and satisfied and there is no further commitment to lend. Upon such termination, the Bank shall, file a security agreement release with the USPTO or authorize the Debtor to file a security agreement release with the USPTO.

11. The Debtor hereby authorizes Bank to modify this Agreement by amending Exhibit 1 - Schedule of Patents, Trademarks, Licenses and Copyrights to include any future Assets and shall cooperate in all reasonable requests of Bank related to the Assets. Debtor agrees to reclassify the Excluded Assets as Assets, upon such time as an amendment alleging use pursuant to 15 U.S.C. § 1051(c) is filed or a verified statement of use pursuant to 15 U.S.C. § 1051(d) has been filed with the USPTO, regarding the Excluded Assets.

This Agreement is made and delivered in the State of New York and shall be construed in accordance with and governed by the laws of said State. The word "Debtor" or "Bank" shall be construed as if it read "Debtors" or "Banks" whenever the sense of this instrument so requires. This Agreement cannot be changed or terminated orally, cannot be orally waived and shall be binding on the Debtor and its successors and assigns.

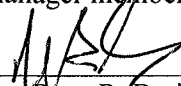
THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF EITHER PARTY OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Without limiting the right of the Bank to bring any action or proceeding against the Debtor or against property of the Debtor arising out of or relating to any obligation or this Agreement (an "Action") in the courts of other jurisdictions, the Debtor hereby irrevocably submits to the jurisdiction of any New York State or Federal Court sitting in New York City, and the Debtor hereby irrevocably agrees that any Action may be heard and determined in such New York State court or in such Federal court. The Debtor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action in any jurisdiction. The Debtor hereby irrevocably agrees that the summons and complaint or any other process in any Action in any jurisdiction may be served by mailing to any of the addresses set forth in the first paragraph of this Agreement or by hand delivery to a person of suitable age and discretion at any of the addresses set forth in the first paragraph of this Agreement. Such service will be complete on the date such process is so mailed or delivered, and the Debtor will have thirty days from such completion of service in which to respond in the manner provided by law. The Debtor may also be served in any other manner permitted by law, in which event the Debtor's time to respond shall be the time provided by law.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Debtor has duly executed this Agreement, as of the 6th day of May, 2019.

**VIOLET FOG INTERNATIONAL LLC**

By: SOVEREIGN BRANDS, L.L.C.,  
its manager member

By:   
Name: Brett R. Berish  
Title: Preside / CEO


**Exhibit 1**

**SCHEDULE OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS**

**Patents**


None.

**Trademarks**

<b><u>Word Mark</u></b>	<b><u>Serial Number</u></b>	<b><u>Registration Number</u></b>
X.X.I. MCQUEEN AND THE VIOLET FOG	Serial Number: 87385257	
 Crown and Eye logo (Design only)	Serial Number: 87422007	



Trademark	Region	Country	Application date	Appl. No.	Applicant	Status	Registration date	Registration No.		
McQueen & the Violet Fog (word mark)	ARIPO	ARIPO (Tanzania, United Republic of, Uganda)	4/19/2018	AP/M/2018/003335	Violet Fog International LLC	Pending				
	EUTM	European Union	10/7/2016	15901986	Violet Fog International LLC	Registered	2/8/2017	15901986		
	IR	Australia		4/11/2018	1346151	Violet Fog International Limited	Registered	4/11/2018	1346151	
		Indonesia		4/11/2018	1346151	Violet Fog International Limited	Registered	4/11/2018	1346151	
		Japan		4/11/2018	1346151	Violet Fog International Limited	Registered	4/11/2018	1346151	
		New Zealand		4/11/2018	1346151	Violet Fog International Limited	Registered	4/11/2018	1346151	
		Serbia		4/11/2018	1346151	Violet Fog International Limited	Registered			
		Sint Maarten (Dutch Part)		4/11/2018	1346151	Violet Fog International Limited	Registered	4/11/2018	1346151	
		Norway		4/11/2018	1346151	Violet Fog International Limited	Published			
		OAPI (Burkina Faso, Benin, Central African Republic, Congo, Ivory Coast, Cameroon, Gabon, Guinea, Equatorial Guinea, Guinea-Bissau, Comoros, Mali, Mauritania, Niger, Senegal, Chad, Togo)		4/11/2018	1346151	Violet Fog International Limited	Published			
		Kenya		4/11/2018	1346151	Violet Fog International Limited	Pending			
		Rwanda		4/11/2018	1346151	Violet Fog International Limited	Pending			
		Viet Nam		4/11/2018	1346151	Violet Fog International Limited	Pending			
		China		3/3/2017	1346151	Violet Fog International Limited	Registered	3/3/2017	1346151	
		India		3/3/2017	1346151	Violet Fog International Limited	Registered	3/3/2017	1346151	
		Korea, Republic of		3/3/2017	1346151	Violet Fog International Limited	Registered	3/3/2017	1346151	
		Philippines		3/3/2017	1346151	Violet Fog International Limited	Registered	3/3/2017	1346151	
		Singapore		3/3/2017	1346151	Violet Fog International Limited	Registered	3/3/2017	1346151	
		Mexico		3/3/2017	1346151	Violet Fog International Limited	Provisional Refusal			
		National	Argentina		5/24/2018	3711769	Violet Fog International LLC	Pending		
			Aruba		4/19/2018	IM-20180419.12	Violet Fog International LLC	Registered	10/16/2018	34819
			Bahamas		5/2/2018	42631	Violet Fog International LLC	Pending		
	Barbados			11/24/2017	8136375	Violet Fog International Limited	Pending			
	Brazil			11/1/2017	913662534	Violet Fog International Limited	Registered	1/2/2019	913662534	
	Burundi			4/19/2018	756/209	Violet Fog International LLC	Registered	5/2/2018	756/209	
	Canada			4/4/2017	1830894	Violet Fog International Limited	Published			
	Cayman Islands			4/24/2018	T0000489	Violet Fog International LLC	Registered	4/24/2018	T0000489	
	Dominican Republic			4/17/2018	2018-15382	Violet Fog International LLC	Registered	7/17/2018	250934	
	Guatemala			7/4/2018	2018-006195	Violet Fog International LLC	Published			
	Hong Kong			4/3/2017	304099168	Violet Fog International Limited	Registered	10/17/2017	304099168	
	Jamaica			4/19/2018	74843	Violet Fog International LLC	Registered			
	Nigeria			4/3/2017	F/TM/O/2017/11427	Violet Fog International Limited	Registered	6/26/2018	8784	
	Panama			11/22/2017	262475-01	Violet Fog International LLC	Registered	7/12/2018	11190	
	Paraguay			4/26/2018	30588/2018	Violet Fog International LLC	Pending			
	South Africa		4/3/2017	2017/09293	Violet Fog International Limited	Registered	7/27/2018	2017/09293		
	Taiwan, Province of China		7/4/2017	106019825	Violet Fog International Limited	Registered	12/16/2017	1887260		
Trinidad and Tobago		4/19/2018	53969	Violet Fog International LLC	Registered	11/23/2018	53969			
United Arab Emirates		6/26/2018	296131	Violet Fog International LLC	Pending					

 (device)	National	China	3/14/2019		Violet Fog International LLC	Pending		
	EUTM	European Union	4/10/2017	16583031	Violet Fog International LLC	Registered	7/28/2017	16583031

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RECORDED: 08/08/2019

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