

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Breakout Commerce, Inc. d/b/a Gooten Inc.		08/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Feenix Venture Partners, LLC		
Street Address:	777 Third Avenue		
Internal Address:	17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5312131	GOOTEN	
Registration Number:	5187611	GOOTEN	
Registration Number:	5187610	GOOTEN	
Registration Number:	5177552	GOOTEN	
Registration Number:	4403513	SKREENED	
Registration Number:	4522468	SKREENED	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	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:	887065		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		

CH \$165.00 5312131

DATE SIGNED:	08/15/2019
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Total Attachments: 6
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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (“*Trademark Security Agreement*”), dated as of August 15, 2019, is made by **BREAKOUT COMMERCE, INC. D/B/A GOOTEN INC.**, a Delaware corporation having an address at 142 W. 57th Street, Suite 10-111, New York, New York 10019 (the “*Grantor*”), in favor of **FEENIX VENTURE PARTNERS, LLC**, as administrative agent (including any successor, participant, assignee or transferee thereof, (the “*Secured Party*”) for itself and the Lenders (as defined in the Loan Agreement referred to below).

WHEREAS, the Grantor has entered into a Loan Agreement, dated as of the date hereof (the “*Loan Agreement*”), with the Secured Party, as a lender;

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Loan Agreement, the Grantor has executed and delivered to the Secured Party that certain Security Agreement, dated as of the date hereof, made by and among the Grantor and the Secured Party (the “*Security Agreement*”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Patent and Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. **Grant of Security.** The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Collateral*”):

(a) patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all patented technology and know-how, and (v) all of the Borrower’s rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(v) in this Section 1(a) are sometimes hereinafter referred to individually and/or collectively referred to as the “*Patents*”);

(b) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-

to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all Accounts, General Intangibles, royalties, fees, income, payments and all other proceeds and products now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** The Grantor authorizes the Commissioner in the Patent and/or Trademark Office and any other government officials to record and register this Patent and Trademark Security Agreement upon request by the Secured Party.

3. **Loan Documents.** This Patent and Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Patent and Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Defined Terms.** Any term used herein but otherwise not defined shall have the meaning set forth in §9-102 of the Uniform Commercial Code.

5. **Execution in Counterparts.** This Patent and 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. Delivery of an executed counterpart of a signature page to this Patent and Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Patent and Trademark Security Agreement.

6. **Successors and Assigns.** This Patent and Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Patent and Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent and Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in

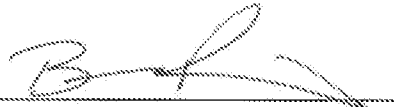
accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

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

GRANTOR:

**BREAKOUT COMMERCE, INC. D/B/A
GOOTEN INC.,** a Delaware corporation

By: 

Name: Brian Rainey

Title: Chief Executive Officer

Agreed to and accepted:

FEENIX VENTURE PARTNERS, LLC,
a Delaware limited liability company,
as Secured Party

By: _____

Name:

Title:

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

GRANTOR:

**BREAKOUT COMMERCE, INC. D/B/A
GOOTEN INC.,** a Delaware corporation


By: _____

Name: Brian Rainey

Title: Chief Executive Officer

Agreed to and accepted:

FEENIX VENTURE PARTNERS, LLC,
a Delaware limited liability company,
as Secured Party

By:  _____
Name: **Keith Lee**
Title: **Authorized Signatory**

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

Patents:

System and Method for Product Previews	P-581057-USP	62/703,227	
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Trademarks:

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
WORKS LIKE MAGIC	87508704		*
WORKS LIKE MAGIC	87508699		*
GOOTEN	86868146		*
GOOTEN	86868137	5312131	
GOOTEN	86868148	5187611	
GOOTEN	86868142	5187610	
GOOTEN	86868133	5177552	
MAKEABLE	86731869		*
SKREENED	85978977	4403513	
SKREENED	85553453	4522468	

* — indicates dead, abandoned or cancelled trademark

[Schedule 1 – Trademark Security Agreement]