

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539344

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CODI HOLDINGS, LLC		08/23/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DELAWARE VALLEY REGIONAL ECONOMIC DEVELOPMENT FUND		
Street Address:	1500 Market Street		
Internal Address:	12th Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19102		
Entity Type:	Non-Profit Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2618240	CODI	
Registration Number:	3321348	CODI	
Registration Number:	3747112	CT3	
Registration Number:	4521649	CODI	
Registration Number:	4521651	CODI	
CORRESPONDENCE DATA			
Fax Number:	6103718506		
<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:	6099877050		
Email:	ejs@stevenslee.com		
Correspondent Name:	Elliott J. Stein		
Address Line 1:	100 Lenox Drive		
Address Line 2:	Suite 200		
Address Line 4:	Lawrenceville, NEW JERSEY 08648		
NAME OF SUBMITTER:	Elliott J. Stein		
SIGNATURE:	/varlawyer/		
DATE SIGNED:	09/04/2019		

CH \$140.00 2618240

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of August 23, 2019, is made by and between CODI HOLDINGS, LLC, a Delaware limited liability company (“Grantor”), and DELAWARE VALLEY REGIONAL ECONOMIC DEVELOPMENT FUND, a Pennsylvania non-profit corporation, as Lender under the Loan Agreement (as defined below) (together with its successors and assigns, “Lender”), having a business location at 1500 Market Street, 12th Fl., East Tower, Philadelphia, PA 19102. Capitalized terms used herein and not herein defined shall have the same meanings assigned to such terms in the Loan Agreement (as defined below).

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of Grantor’s right, title and interest in and to the registered copyrights listed on Exhibit A, including, without limitation, all renewals and extensions of the foregoing, and all products and proceeds of the foregoing, including the right to receive Royalties with respect to any of the foregoing, and the right to sue for any past, present or future infringement or violation thereof.

“Loan Agreement” means the Loan and Warrant Purchase Agreement, dated as of the date hereof, among Grantor, as a Guarantor, CODi Acquisition, LLC, a Delaware limited liability company (“Borrower”), and Lender, as amended, restated, supplemented or otherwise modified from time to time.

“Patents” means all of Grantor’s right, title and interest in and to the patents and applications for patents listed on Exhibit B, including, without limitation, all divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement or violation thereof.

“Royalties” means all royalties, fees, expense reimbursement and other amounts payable to Grantor.

“Security Agreement” means the Security Agreement, dated as of the date hereof, among Grantor, Borrower, and Lender, as amended, restated, supplemented or otherwise modified from time to time.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Grantor’s right, title and interest in and to the registered or pending trademarks and service marks listed on Exhibit C, including,

without limitation, the respective goodwill associated with any of the foregoing, Royalties with respect to any of the foregoing and the right to sue for any past, present or future infringement, dilution or violation thereof, but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or an amendment to allege use in connection therewith to the extent that a valid lien and security interest may not be taken in such an intent-to-use application under applicable law.

2. Security Interest. To secure payment of the Obligations, Grantor hereby grants to Lender a continuing security interest in and lien upon (the "Security Interest") the Copyrights, the Patents and the Trademarks. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title and makes no assignment and grants no right to assign.

3. Remedies. Upon the occurrence and during the continuance of an Event of Default, Lender may exercise any or all remedies available under the Loan Agreement or the Security Agreement.

4. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the Security Interest in the Copyrights, Trademarks and Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Governing Law. This Agreement shall be governed by the internal law of the Commonwealth of Pennsylvania without regard to conflicts of law provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

CODI HOLDINGS, LLC, as Grantor

By: 
Name: John Ferretti
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

DELAWARE VALLEY REGIONAL ECONOMIC DEVELOPMENT FUND

By: _____
Name: John Coffman
Title: Executive Director

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

CODI HOLDINGS, LLC, as Grantor

By: _____
Name: John Ferretti
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

DELAWARE VALLEY REGIONAL ECONOMIC DEVELOPMENT FUND

By: 
Name: John Coffman
Title: Executive Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006735 FRAME: 0910

EXHIBIT A

UNITED STATES REGISTERED OR PENDING COPYRIGHTS

None.

EXHIBIT B





UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

None.

EXHIBIT C

UNITED STATES REGISTERED OR PENDING TRADEMARKS AND SERVICE MARKS

Codi Holdings, LLC US Trademark Registrations

Mark	Goods	Reg. No.	Status	Current Owner	HHPC Case
CODI	Computer accessories, namely carrying containers for computers and computer peripherals in Class 9.	2,618,240	Live	Codi Holdings, LLC	1-562
	Cases for carrying computers; and computer peripherals, namely, power adapters, mice, USB ports and memory drives in Class 9.	3,321,348	Live	Codi Holdings, LLC	1-1003
	Cases for carrying computers and computer peripherals, namely, power adapters, mice, USB ports and memory drives in Class 9.	3,747,112	Live	Codi Holdings, LLC	1-2592
	Cases for carrying computers; and computer peripherals, namely power adapters, mice, USB ports and memory drives in Class 9.	4,521,649	Live	Codi Holdings, LLC	1-1937
	Retail services by direct solicitation by sales agents and online retail stores all featuring computer carrying cases, computer peripherals and computer locks and anchors in Class 35.	4,521,651	Live	Codi Holdings, LLC	1-1938

Hooker & Habib, P.C.
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July 18, 2019