

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DADDIES BOARD SHOP, LLC		08/22/2019	Limited Liability Company: DELAWARE
CHEAP SKATES, LLC		08/22/2019	Limited Liability Company: DELAWARE
CCS SWITCH, LLC		08/22/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ASSEMBLED BRANDS CAPITAL FUNDING LLC		
Street Address:	9 E 19th Street, Third Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4601674	[CCS]	
Registration Number:	4407237	[CCS]	
Registration Number:	4396390	CCS	
Registration Number:	4364929	CCS	
Registration Number:	4295881	CCS	
Registration Number:	4206210	[CCS]	
Registration Number:	4187076	CCS	
Registration Number:	3976299	[CCS]	
Registration Number:	3972272	CCS	
Registration Number:	2695754	[CCS]	
Registration Number:	2338365	CCS	
Registration Number:	4551848	WOODSHOP	
Registration Number:	4777899	ROUT	
Registration Number:	3287555	DADDIES BOARD SHOP	

OP \$365.00 4601674

CORRESPONDENCE DATA**Fax Number:** 2125865095*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:** 2125865800**Email:** dfriedman@ctswlaw.com**Correspondent Name:** Daniel J Friedman**Address Line 1:** 420 Lexington Avenue**Address Line 2:** Suite 2400**Address Line 4:** New York, NEW YORK 10170

NAME OF SUBMITTER:	Daniel J. Friedman
SIGNATURE:	/Daniel J. Friedman/
DATE SIGNED:	09/13/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into as of August 22, 2019 (the "Agreement") by and between **DADDIES BOARD SHOP, LLC** a Delaware limited liability company ("DBS"), **CHEAP SKATES, LLC**, a Delaware limited liability company ("CS"), **CCS SWITCH, LLC**, a Delaware limited liability company ("CCS") and together with CS and DBS, jointly and severally, the "Borrowers") each with a place of business at 5909 NE 80th Avenue, Portland Oregon 97218 and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 9 E 19th Street, Third Floor, New York, NY 10003 ("Lender").

RECITALS

WHEREAS, Lender has extended Loans to Borrowers pursuant to the terms and conditions of that certain Credit Agreement dated as of the date hereof by and between Borrowers and Lender (as amended, restated, amended and restated or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, under the terms of the Credit Agreement, Borrowers have granted Lender a security interest in, among other property, all of Borrowers' trademarks, tradenames, patents, copyrights and other intellectual property; and

WHEREAS, this Agreement is executed for the purpose of pledging Borrowers' intellectual property as security for the Borrowers' Obligations owed Lender under the Credit Agreement and the other Loan Documents.

1. Grant of Security Interest. Borrowers hereby grant to Lender a security interest in and lien on all of the intellectual property assets owned by Borrowers, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1** attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source codes associated with such intellectual property, all goodwill of the business of Borrowers connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively, the "IP Collateral").

2. Recordation. Borrowers authorize the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit Agreement shall control, except in connection

with goodwill in which case this Agreement shall control. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. 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 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 Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORROWERS:

DADDIES BOARD SHOP, LLC
a Delaware limited liability company

By: _____
Name: *Darren Hertz*
Title: *President*

CHEAP SKATES, LLC
a Delaware limited liability company

By: _____
Name: *Darren Hertz*
Title: *President*

CCS SWITCH, LLC
a Delaware limited liability company

By: _____
Name: *Darren Hertz*
Title: *President*

Agreed and accepted:

LENDER:

**ASSEMBLED BRANDS CAPITAL FUNDING
LLC**, a Delaware limited liability company

By: Assembled Brands Group LLC,
a Delaware limited liability company
and its manager

Randy Mitzman

By: _____

Name: Randy Mitzman

Title: VP Business Operations

EXHIBIT 1

List of Patents, Trademarks, and Copyrights

TRADEMARKS

Mark	Owner of Mark	Registration no.	Registration Date
(CS)	CCS Switch, LLC	4,601,674	9/9/2014
(CS)	CCS Switch, LLC	4,407,237	9/24/2013
CCS	CCS Switch, LLC	4,396,390	9/3/2013
CCS	CCS Switch, LLC	4,364,929	7/9/2013
CCS	CCS Switch, LLC	4,295,881	2/26/2013
(CS)	CCS Switch, LLC	4,206,210	9/11/2012
CCS	CCS Switch, LLC	4,187,076	8/7/2012
(CS)	CCS Switch, LLC	3,976,299	6/14/2011
CCS	CCS Switch, LLC	3,972,272	6/7/2011
(CS)	CCS Switch, LLC	2,695,754	3/11/2003
CCS	CCS Switch, LLC	2,338,365	4/4/2000

Mark	Owner of Mark	Registration no.	Registration Date
WOODSHOP	DADDIES BOARD SHOP, LLC	4,551,848	06/17/2014
ROUT	DADDIES BOARD SHOP, LLC	4,777,899	07/21/2015
DADDIES BOARD SHOP	DADDIES BOARD SHOP, LLC	3,287,555	9/4/2007

PATENTS

None

Exhibit 1 - 2

{00397599.DOCX; 2}

TRADEMARK
REEL: 006744 FRAME: 0877

COPYRIGHTS

None

Exhibit 1 - 3

{00397599.DOCX; 2}

RECORDED: 09/13/2019

**TRADEMARK
REEL: 006744 FRAME: 0878**