

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buck Mason, Inc.		09/12/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LAGO Innovation Fund, LLC		
Street Address:	500 W. Madison St., Suite 1000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4544748	BUCK MASON	
Registration Number:	5584879	BUCK MASON	
CORRESPONDENCE DATA			
Fax Number:			
<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:	310-284-3839		
Email:	wbiro@btlaw.com		
Correspondent Name:	Warren Biro		
Address Line 1:	2029 Century Park East, Third Floor		
Address Line 2:	Barnes & Thornburg LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Warren Biro		
SIGNATURE:	/Warren Biro/		
DATE SIGNED:	09/16/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 12, 2019 (the "**Agreement**") between **LAGO INNOVATION FUND, LLC**, a Delaware limited liability company ("**Lender**") and **BUCK MASON, INC.**, a Delaware corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of September 12, 2019 (as amended from time to time, the "**Loan Agreement**"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the registered Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**"), if any;

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights, if any;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Patents, Trademarks or Mask Works; and

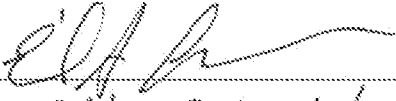
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

GRANTOR:

BUCK MASON, INC., a Delaware corporation

By: 
Name: Erik Schnakenberg
Title: CEO

Address for Notices:

Buck Mason, Inc.
119 N. Larchmont Blvd.
Los Angeles, CA 90004
Attn: Erik Schnakenberg, CEO
E: ea@buckmason.com

LENDER:

LAGO INNOVATION FUND, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Address for Notices:

LAGO Innovation Fund, LLC
500 W Madison Street, Suite 1000
Chicago, IL 60661
Attn: Heather La Freniere
e: heather@lagoinnovation.com

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

GRANTOR:

BUCK MASON, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Buck Mason, Inc.
119 N. Larchmont Blvd.
Los Angeles, CA 90004
Attn: Erik Schnakenberg, CEO
E: ea@buckmason.com

LENDER:

LAGO INNOVATION FUND, LLC,
a Delaware limited liability company

By: _____

Name: Tim Boppert

Title: Managing Member

Address for Notices:

LAGO Innovation Fund, LLC
500 W Madison Street, Suite 1000
Chicago, IL 60661
Attn: Heather La Freniere
e: heather@lagoinnovation.com

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006745 FRAME: 0753

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

COUNTRY	TRADEMARK	APPLICATION DATE	APPLICATION NO.	REG. DATE	REG. NO.	STATUS	International Class[es]
China	BUCK MASON	8/31/2018	1433383			Pending	25, 35
EUTM	BUCK MASON	8/31/2018	1433383	08/31/2018	1433383	Registered	25
USA	BUCK MASON	3/25/2013	85885648	06/03/2014	4544748	Registered	35
USA	BUCK MASON	3/1/2018	87815620	10/16/2018	5584879	Registered	25
WIPO (China and EU)	BUCK MASON	8/31/2018	1433383	08/31/2018	1433383	Registered	25, 35

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>