

10/28/2019

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

OCT 25 2019

RECORD
TRADE



103680890

By: To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CRESCENT WOMB, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company: Florida
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 30, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JAMES SPENCER

Street Address: 1401 S Ft. Harrison Ave

City: Clearwater

State: FL

Country: USA Zip: 33756

- Individual(s) Citizenship USA
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

5,312,655

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"Crescent Womb" October 17, 2017

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James Spencer

Internal Address: _____

Street Address: 1401 South Ft. Harrison Ave

City: Clearwater

State: FL Zip: 33756

Phone Number: 727-798-8128

Docket Number: _____

Email Address: jspencer@crescentwomb.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00 (E)

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

James Spencer

10/18/19

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

TRADEMARK

REEL: 006780 FRAME: 0805

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Intellectual Property Security Agreement"), dated as of September 30, 2019, is made by CRESCENT WOMB, LLC, a Florida limited liability company (the "Grantor") in favor of JAMES SPENCER (the "Secured Party").

WHEREAS pursuant to those certain Promissory Note and Security Agreements, dated as of the date hereof (as each of the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, each a "Note and Security Agreement" and collectively the "Note and Security Agreements"), between the Maker, and the Secured Party, Grantor has granted to the Secured Party a security interest and continuing lien on all of Grantor's right, title and interest in, to and under all Collateral, including the Intellectual Property Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance of all Secured Obligations including the obligations of the Maker under the Note and Security Agreement;

WHEREAS, it is a condition precedent to the obligation of the Holder to make the loans to the Maker under the Note and Security Agreement that Grantor shall have executed and delivered this Intellectual Property Security Agreement to the Secured Party for the ratable benefit of the Secured Party;

WHEREAS, with respect to its Copyrights and Copyright Licenses, Grantor agrees to execute or otherwise authenticate this Intellectual Property Security Agreement for recording the Security Interest granted to the Secured Party under the Note and Security Agreement in such Copyrights and Copyright Licenses with the United States Copyright Office and any other Governmental Authorities located in the United States or elsewhere necessary to perfect the Security Interest in such Copyrights and Copyright Licenses;

WHEREAS, with respect to its Patents and Patent Licenses, Grantor agrees to execute or otherwise authenticate this Intellectual Property Security Agreement for recording the Security Interest granted to the Secured Party under the Note and Security Agreement in such Patents and Patent Licenses with the United States Patent and Trademark Office and any other Governmental Authorities located in the United States or elsewhere necessary to perfect the Security Interest in such Patents and Patent Licenses; and

WHEREAS, with respect to its Trademarks and Trademark Licenses, Grantor agrees to execute or otherwise authenticate this Intellectual Property Security Agreement for recording the Security Interest granted to the Secured Party under the Note and Security Agreement in such Trademarks and Trademark Licenses with the United States Patent and Trademark Office and any other Governmental Authorities located in the United States or elsewhere necessary to perfect the Security Interest in such Trademarks and Trademark Licenses.

NOW, THEREFORE, in consideration of the premises and to induce the Holder, to enter into the Note and Security Agreement and to induce the Holder to make its extensions of credit to the Maker thereunder, Grantor hereby agrees with the Secured Party, for the benefit of the Secured Party, as follows:

SECTION 1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Note and Security Agreement.

SECTION 2. Grant of Security. Grantor hereby grants to the Secured Party a security interest in all of Grantor's right, title and interest in and to, whether owned or existing or hereafter acquired or arising and wherever located, (i) the Copyrights set forth in Schedule I hereto, (ii) the Patents set forth in Schedule II hereto, (iii) the Trademarks set forth in Schedule III hereto (iv) all renewals and extensions of the foregoing, (v) all goodwill of the business connected with the use of, and symbolized by, such Copyrights, Patents or Trademarks and (vi) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (collectively, the "Intellectual Property Collateral").

SECTION 3. Security for Obligations. The grant of a security interest in the Intellectual Property Collateral by Grantor under this Intellectual Property Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed to the Secured Party or the Secured Party but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 4. Recordation. Grantor hereby authorizes and requests that the Register for Copyrights, Commissioner for Trademarks, Commissioner for Patents and any other applicable governmental officer located in the United States or elsewhere record this Intellectual Property Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Note and Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Intellectual Property Collateral are more fully set forth in the Note and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Intellectual Property Security Agreement and the terms of the Note and Security Agreement, the terms of the Note and Security Agreement shall govern.

SECTION 6. Amendments in Writing. None of the terms or provisions of this Intellectual Property Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Secured Party, the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 13 of the Note and Security Agreement; provided that any provision of this Intellectual Property Security Agreement imposing obligations on any Grantor may be waived by the Secured Party in a written instrument executed thereby.

SECTION 7. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10 of the Note and Security Agreement.

SECTION 8. Successors and Assigns. The provisions of this Intellectual Property Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that Grantor may not assign, transfer or delegate any of its rights or obligations under this Intellectual Property Security Agreement without the prior written consent of the Secured Party except pursuant to a transaction permitted by the Note and Security Agreement.

SECTION 9. Counterparts. This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Intellectual Property Security Agreement by facsimile transmission or other electronic delivery shall be as effective as delivery of a manually signed counterpart of this Intellectual Property Security Agreement. Any party delivering an executed counterpart of this Intellectual Property Security Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Intellectual Property Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Intellectual Property Security Agreement.

SECTION 10. Severability. Any provision of this Intellectual Property Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Note and Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 11. GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PRINCIPLES THAT MIGHT OTHERWISE REFER CONSTRUCTION OR INTERPRETATION OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT TO THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, Grantor and the Secured Party have duly executed this Intellectual Property Security Agreement as of the day and year first above written.

CRESCENT WOMB LLC, as Grantor


By  _____

Name: JAMES SPENCER

Title: MANAGER

Accepted and Agreed:

JAMES SPENCER, as Secured Party

 _____

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

UNITED STATES TRADEMARKS

GRANTOR	TRADEMARK	COUNTRY	FILING DATE	REGISTRATION NUMBER
Crescent Womb, LLC	"Crescent womb"	USA	October 17, 2017	5,312,655



United States Patent and Trademark Office

Office of the Chief Financial Officer

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5312655

Effective Date
10/25/2019

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