

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM555795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KUIU, LLC		12/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	135 N. Los Robles Ave.		
Internal Address:	3rd Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Banking Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4475223	KUIU	
Registration Number:	4475224	KUIU	
CORRESPONDENCE DATA			
Fax Number:	8046982196		
<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:	804-775-1846		
Email:	jhowell2@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez, McGuireWoods LLP		
Address Line 1:	Gateway Plaza, 800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Michael A. Shafer		
SIGNATURE:	/Michael A. Shafer/		
DATE SIGNED:	01/03/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of December 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) is made by KUIU, LLC, a Delaware limited liability company (the “Grantor”) in favor and EAST WEST BANK, as the administrative agent (in such capacity, the “Agent”) for the lenders party to that certain Credit Agreement dated as of the date hereof among the Grantor, the several banks and other lenders from time to time party thereto (the “Lenders”, and collectively with the Agent, the “Secured Parties”), and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”)

Reference also is made to that certain Guarantee and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), made by the Grantor and the other parties from time party thereto in favor of the Agent for the benefit of the Secured Parties.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Trademark Security Agreement and the grant of security interests to the Agent as herein provided. The Grantor will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Trademark Security Agreement in order to induce the Lenders to extend such credit.

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantor hereby represents, warrants, covenants, agrees, assigns and grants as follows:

1. Definitions; Construction. Terms defined in the Credit Agreement and not otherwise defined in this Trademark Security Agreement shall have the meanings defined for those terms in the Credit Agreement. Terms defined in the UCC and not otherwise defined in this Trademark Security Agreement or in the Credit Agreement shall have the meanings defined for those terms in the UCC. This Trademark Security Agreement is an Intellectual Property Security Agreement referred to in the Credit Agreement. This Trademark Security Agreement is also one of the “Loan Documents” referred to in the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement shall apply to this Trademark Security Agreement.

2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did, and hereby does, grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing first priority security interest in all of the Grantor’s right, title and interest in, to and under the following assets and properties, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all prints and labels on which said trademarks, service marks trade names and trade styles appear, have appeared, or will appear, and all designs and general intangibles of a like nature, all applications, registrations, and recordings relating to the foregoing, including those in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state

thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions and/or renewals thereof, including, without limitation, those registered and applied-for trademarks, terms, designs and applications described on Schedule I hereto (the "Trademarks"); and

(b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any "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 the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such "intent-to-use" Trademark application matures into an "actual use" Trademark application by the Grantor's receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an "Amendment to Alleged Use" or "Statement of Use," such "intent-to-use" Trademark application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such "actual use" Trademark application.

3. Security for Obligations. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor, to the Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral 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. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

5. Authorization to Supplement. If the Grantor shall obtain rights to any new Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall provide notice in writing to the Agent with respect to any such new Trademarks as required by the Credit Agreement and/or the Security Agreement. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Any signature delivered by a party via facsimile or other electronic transmission shall be deemed to be an original signature.

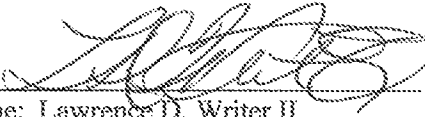
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first date written above.

GRANTOR:

Address of Grantor:

1920 N. Lincoln Street, #101
Dixon, CA 95620

KUIU, LLC,
a Delaware limited liability company

By: 

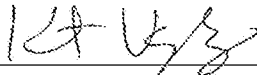
Name: Lawrence D. Writer II
Title: Chief Financial Officer

AGENT:

EAST WEST BANK


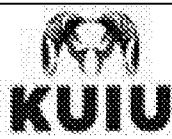
Address of Lender:

135 N. Los Robles Ave., 3rd Floor
Pasadena, CA 91101
Attn: Keith Vogelgesang

By: 
Name: Keith Vogelgesang
Title: Director, Capital Markets

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Owner	Mark	Reg. No.	Reg. Date
KUIU, LLC		4,475,223	01-28-14
KUIU, LLC		4,475,224	01-28-14