

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM560164

|   |                                     |                       |                                     |
|---|-------------------------------------|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                   |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |                                     |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Free Range American Media Company LLC   |                                     | 01/31/2020            | Limited Liability Company: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                     |                       |                                     |
| <b>Name:</b>  | Lago Innovation Fund, LLC           |                       |                                     |
| <b>Street Address:</b>  | 500 W Madison Street                |                       |                                     |
| <b>Internal Address:</b>  | Suite 1000                          |                       |                                     |
| <b>City:</b>  | Chicago                             |                       |                                     |
| <b>State/Country:</b>   | ILLINOIS                            |                       |                                     |
| <b>Postal Code:</b>   | 60661                               |                       |                                     |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE |                       |                                     |
| <b>PROPERTY NUMBERS Total: 3</b>  |                                     |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                       | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 5842574                             |                       |                                     |
| <b>Serial Number:</b>   | 88045030                            | DO AWESOME SHIT       |                                     |
| <b>Serial Number:</b>   | 88100259                            | FREE RANGE AMERICAN   |                                     |
| <b>CORRESPONDENCE DATA</b>  |                                     |                       |                                     |
| <b>Fax Number:</b>  |                                     |                       |                                     |
| <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> |                                     |                       |                                     |
| <b>Phone:</b>   | 800-494-5225                        |                       |                                     |
| <b>Email:</b>   | ipteam@coagencyglobal.com           |                       |                                     |
| <b>Correspondent Name:</b>  | Stewart Walsh                       |                       |                                     |
| <b>Address Line 1:</b>  | 1025 Vermont Ave NW, Ste 1130       |                       |                                     |
| <b>Address Line 2:</b>  | COGENCY GLOBAL Inc.                 |                       |                                     |
| <b>Address Line 4:</b>  | Washington, D.C. 20005              |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 5842574 TM B                        |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | D'Arcy Conrique                     |                       |                                     |
| <b>SIGNATURE:</b>   | /D'Arcy Conrique/                   |                       |                                     |
| <b>DATE SIGNED:</b>   | 02/03/2020                          |                       |                                     |
| <b>Total Attachments: 7</b>   |                                     |                       |                                     |

OP \$90.00 5842574

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of January 31, 2020 (the "**Agreement**") between **LAGO INNOVATION FUND, LLC**, a Delaware limited liability company ("**Lender**") and **FREE RANGE AMERICAN MEDIA COMPANY LLC**, a Delaware limited liability company ("**Grantor**"), is made with reference to (i) the Unconditional Guaranty, dated as of January 31, 2020 (as amended from time to time, the "**Guaranty**"), by and among, inter alios, Lender and Grantor, (ii) the Third Party Security Agreement, dated as of January 31, 2020 (as amended from time to time, the "**Security Agreement**"), by and among, inter alios, Lender and Grantor and (iii) the Loan and Security Agreement, dated as of January 31, 2020 (as amended from time to time, the "**Loan Agreement**") by and between Lender and Authentic Brands LLC, a Delaware limited liability company. Terms defined in the Guaranty 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 Guaranty, 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 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 Grantor 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**");

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

(f) design rights;

(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, Trademarks, Patents, 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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include the Excluded Collateral and the Additional Excluded Collateral (as such terms are defined in the Loan Agreement). The rights and remedies


of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Guaranty and Security 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 Guaranty or Security 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.

*[Signatures on Following Page]*

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

**GRANTOR:**

**FREE RANGE AMERICAN MEDIA COMPANY  
LLC, a Delaware limited liability company**

By:  \_\_\_\_\_

Name: Tom Davin

Title: Co-Chief Executive Officer

Address for Notices:

c/o AUTHENTIC BRANDS LLC  
355 Spencer Lane  
San Antonio, TX 78201  
Attn: Robert Baker  
e: [rbaker@blackriflecoffee.com](mailto:rbaker@blackriflecoffee.com)

with a copy to:

Baker & Hostetler LLP  
127 Public Square, Suite 2000  
Cleveland, Ohio 44114  
Attn: Robert Baker  
e: [gskupski@bakerlaw.com](mailto:gskupski@bakerlaw.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](mailto:heather@lagoinnovation.com)

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

**GRANTOR:**

**FREE RANGE AMERICAN MEDIA COMPANY  
LLC, a Delaware limited liability company**

By: \_\_\_\_\_

Name: Tom Davin

Title: Co-Chief Executive Officer

Address for Notices:  
c/o AUTHENTIC BRANDS LLC  
355 Spencer Lane  
San Antonio, TX 78201  
Attn: Robert Baker  
e: [rbaker@blackriflecoffee.com](mailto:rbaker@blackriflecoffee.com)

with a copy to:

Baker & Hostetler LLP  
127 Public Square, Suite 2000  
Cleveland, Ohio 44114  
Attn: Robert Baker  
e: [gskupski@bakerlaw.com](mailto:gskupski@bakerlaw.com)

**LENDER:**

**LAGO INNOVATION FUND, LLC,  
a Delaware limited liability company**

By: 

Name: Heather LaFreniere

Title: Managing Partner

Address for Notices:  
LAGO INNOVATION FUND, LLC  
500 W Madison Street, Suite 1000  
Chicago, IL 60661  
Attn: Heather La Freniere  
e: [heather@lagoinnovation.com](mailto:heather@lagoinnovation.com)


**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

| <u>Type Of Work:</u> | <u>Title:</u>                              | <u>International<br/>Standard Serial<br/>Number (ISSN):</u> | <u>Registration<br/>Number:</u> | <u>Filing Date:</u> | <u>Preregistered?</u> |
|----------------------|--|---|---------------------------------|---------------------|-----------------------|
| Design / Image       | FRA CAMO<br>PATTERN App.<br>No. 1-78677811 | N/A   | N/A                             | Unknown             | N                     |
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**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

| <u>Mark / Title:</u>   | <u>U.S. Serial Number:</u> | <u>U.S. Registration Number:</u> | <u>USPTO Reference Number:</u> | <u>Filing Date:</u> |
|--|----------------------------|----------------------------------|--------------------------------|---------------------|
| EAGLE LOGO and Design<br><br> | 88045105                   | 5842574                          | 18067.8US01                    | July 19, 2018       |
| DO AWESOME SHIT  | 88045030                   | N/A                              | 18067.7US01                    | July 19, 2018       |
| FREE RANGE AMERICAN  | 88100259                   | N/A                              | 18067.9US01                    | August 31, 2018     |
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**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist

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