

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM570912

<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>
KILL CLIFF, LLC		04/03/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PMC FINANCIAL SERVICES GROUP, LLC		
<b>Street Address:</b>	3816 East La Palma Avenue		
<b>City:</b>	Anaheim		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92807		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5619173	KILL CLIFF RECOVER	
<b>Registration Number:</b>	5608696	KILL CLIFF IGNITE	
<b>Registration Number:</b>	5231694	KILL THE QUIT	
<b>Registration Number:</b>	5118799	KILL CLIFF	
<b>Registration Number:</b>	4723851	KC BAR	
<b>Registration Number:</b>	4715670	KILL CLIFF	
<b>Registration Number:</b>	4353876	TEST POSITIVE FOR AWESOME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138915607		
<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>	2138915607		
<b>Email:</b>	crachina@buchalter.com		
<b>Correspondent Name:</b>	Corina Rachina		
<b>Address Line 1:</b>	1000 Wilshire Blvd.		
<b>Address Line 2:</b>	12th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>NAME OF SUBMITTER:</b>	Corina Rachina		
<b>SIGNATURE:</b>	/s/ Corina Rachina		

CH \$190.00 5619173

<b>DATE SIGNED:</b>	04/08/2020
---------------------	------------

**Total Attachments: 5**

source=memorandum#page1.tif

source=memorandum#page2.tif

source=memorandum#page3.tif

source=memorandum#page4.tif

source=memorandum#page5.tif

**MEMORANDUM AND NOTICE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

**April 3, 2020**

**KILL CLIFF, LLC**, a Delaware limited liability company, whose address is 199 Armour Drive NE, Suite D, Atlanta, Georgia 30324-3916 (“New Borrower”) hereby acknowledges that **PMC FINANCIAL SERVICES GROUP, LLC**, a Delaware limited liability company, whose address is 3816 East La Palma Avenue, Anaheim, California 92807 (“Lender”), has been granted by **KILL CLIFF, INC.**, a Delaware corporation (“Old Borrower”), a security interest in and to all of the Old Borrower’s right, title and interest in and to: (a) the trademarks and trademark registrations and applications therefor which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by Old Borrower (the “Trademarks”), together with the goodwill and assets of the business; (b) the patents and patent applications which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by Old Borrower (the “Patents”); and (c) the copyright registrations which are identified on Exhibit C attached hereto and herein incorporated by this reference owned by Old Borrower (the “Copyrights”), and all actions for infringement concerning the foregoing.

Old Borrower and New Borrower have entered into (i) that certain Contribution Agreement, dated as of April 3, 2020 (the “Contribution Agreement”), and (ii) that certain Assignment and Assumption Agreement, dated as of April 3, 2020 (the “Assignment and Assumption”), pursuant to which, among other things, Old Borrower transferred to New Borrower the Trademarks, Patents and Copyrights.

The terms and conditions of the aforementioned security interest are contained in that certain Loan and Security Agreement, dated May 20, 2015 (as amended, modified or restated from time to time, the “Loan Agreement”), between Lender and **KILL CLIFF, INC.**, a Delaware corporation (“Old Borrower”). New Borrower and Old Borrower have entered into that certain Assignment and Assumption Agreement dated as of April 3, 2020 (the “Agreement”), pursuant to which New Borrower has assumed the Obligations (as that term is defined in the Loan Agreement) and has agreed to be bound by the terms of the Loan Agreement as if New Borrower were the original borrower under the Loan Agreement. New Borrower acknowledges Lender’s security interest in the Trademarks, Patents and Copyrights as security for the Obligations as set forth in the Loan Agreement and other agreements referred to therein. Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Lender may have in any other collateral described in the Loan Agreement or otherwise.

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the date first written above.

**KILL CLIFF, LLC,**  
a Delaware limited liability

By: 

Name: Steve Young

Title: Chief Executive Officer

EXHIBIT A

Trademarks

<b>New Borrower</b>	<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Kill Cliff, LLC	Kill Cliff Recover	5619173	11/27/2018
Kill Cliff, LLC	Kill Cliff Ignite	5608696	11/13/2018
Kill Cliff, LLC	Kill the Quit	5231694	06/27/2017
Kill Cliff, LLC	Kill Cliff	5118799	01/10/2017
Kill Cliff, LLC	KC Bar	4723851	04/21/2015
Kill Cliff, LLC	Kill Cliff	4715670	04/07/2015
Kill Cliff, LLC	Test Positive For Awesome	4353876	06/18/2013/

EXHIBIT B  
PATENTS

Patents

None

EXHIBIT C

Copyrights

None