

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T.C. and B. Corporate Wearables, Inc.		05/08/2020	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	GREENLINE CDF SUBFUND XXXVI LLC		
Street Address:	1324 15th Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87934486	AUTHENTIC	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	3032231100		
Email:	DNTrademarkDocket@bhfs.com		
Correspondent Name:	Andrea M. LaFrance		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Andrea M. LaFrance		
SIGNATURE:	/Andrea M. LaFrance/		
DATE SIGNED:	05/08/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 8, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**IP Security Agreement**”), is made by T. C. AND B. CORPORATE WEARABLES, INC., an Iowa corporation (the “**Grantor**”), in favor of GREENLINE CDF SUBFUND XXXVI LLC, a Delaware limited liability company (together with its successors and assigns, the “**Greenline Lender**”) and LA PLATA CAPITAL, LLC, a Delaware limited liability company, as successor in interest to GENLINK CAPITAL, LLC (together with its successors and assigns, the “**La Plata Lender**”, and together with the Greenline Lender, collectively, the “**Lender**”).

WHEREAS, pursuant to the Junior Credit Agreement, dated as of the date hereof, by and among Grantor and Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lender has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Credit Agreement, as amended.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Lender, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including all of Grantor’s copyrights, trademarks, and patents, as applicable, and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Lender, as follows:

1. Grant of Security. Grantor hereby grants to the Lender, a security interest in all of Grantor’s right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Indebtedness:

(a) all Intellectual Property identified in Schedule 1 and the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in (a) above, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above.

2. Recordation. Grantor authorizes Lender to request that the Register of Copyrights, the Commissioner for Patents or the Commissioner for Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.
3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
4. Governing Law. Section 8.3 of the Credit Agreement is incorporated mutatis mutandis.
5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement, as applicable, shall govern.
6. Notice. Section 16.3 of the Credit Agreement is incorporated mutatis mutandis.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

**T. C. AND B. CORPORATE WEARABLES,
INC.**

an Iowa corporation

By:

Name:

Title:

DocuSigned by:

Clark Fessler

Clark Fessler

President

LENDER:

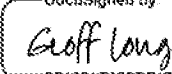
GREENLINE CDF SUBFUND XXXVI LLC,
a Delaware limited liability company

By: Greenline Community Development
Fund, LLC, its Managing Member

By: Greenline Community Ventures LLC,
its Managing Member

DocuSigned by:
By Andrew T Walvoord
Name: Andrew T. Walvoord
Title: Vice President

LA PLATA CAPITAL, LLC,
a Delaware limited liability company

DocuSigned by:

By: _____
Name: Geoff Long
Title: President

SCHEDULE 1

Trademarks

Pending U.S. Trademark Applications of the Loan Parties:

Serial Number	Filing Date	Applicant	Mark
87/934.486	5/24/2018	T. C. AND B. CORPORATE WEARABLES, INC.	AUTHENTIC