

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590815

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900554219		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONCORDIA INVESTMENT PARTNERS, LLC		06/12/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	VALLEY NATIONAL BANK		
Street Address:	4790 140th AVENUE NORTH		
City:	CLEARWATER		
State/Country:	FLORIDA		
Postal Code:	33762		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88661873	DDRUM	
Serial Number:	86391057	DDRUM	
Serial Number:	85080675	DEAN GUITARS	
Serial Number:	76346586	DEAN	
CORRESPONDENCE DATA			
Fax Number:	8132734396		
<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:	8132734200 ext4251		
Email:	ker@macfar.com		
Correspondent Name:	Ellen Macfarlane		
Address Line 1:	201 N Franklin Street, Ste 2000		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Ellen Macfarlane		
SIGNATURE:	/Ellen Macfarlane/		
DATE SIGNED:	08/07/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), is entered into as of June 12, 2020, by and between Armadillo Distribution Enterprises, Inc., a Florida corporation, and Concordia Investment Partners, LLC, a Florida limited liability company (each, a "Grantor," and collectively, the "Grantors") in favor of Valley National Bank, as successor by merger to USAMERIBANK, its successors and assigns (the "Lender").

Background

Grantors are the legal and beneficial owners of certain United States trademarks and/or applications therefor related to their respective businesses. Grantors entered into that certain Loan Agreement with the Lender dated as of June 2, 2020 (the "Loan Agreement"). As a condition precedent to the making of the loan by the Lender under the Loan Agreement, Grantors have executed and delivered to the Lender that certain Security Agreement dated as of June 2, 2020, made by and between the Grantor and the Lender (the "Security Agreement"). Under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Intellectual Property. Grantors hereby irrevocably pledge and grant to Lender, and Lender hereby accepts, in each case as collateral security only pursuant to the Security Agreement all of Grantors' respective right, title and interest in, to and under the following (the "IP Collateral"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Grantors hereby authorize the Commissioner of Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Security Agreement upon request by Lender. Following the date hereof, upon Lender's reasonable written request, Grantors shall take such steps and actions, and provide such cooperation and assistance to Lender and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the security interest in the IP Collateral to Lender, or any successor thereto.

3. Representations and Warranties of Grantors. Grantors, jointly and severally, represent and warrant to Lender that (a) Grantors are the sole and exclusive record and beneficial owners, respectively, of the IP Collateral shown to be owned by each as set forth on Schedule 1, possess good and merchantable title to the IP Collateral, own the IP Collateral shown on Schedule 1 as being owned by each Grantor free and clear of any and all security interests, agreements, restrictions, claims, liens, pledges, and encumbrances of any kind and nature other than as created by this IP Security Agreement, and have the legal capacity and authority to enter into this IP Security Agreement, (b) this IP Security Agreement is valid and legally enforceable against Grantors, (c) the execution, acknowledgement, delivery and performance of this IP Security Agreement and the consummation of the transactions contemplated herein do not and will not violate any law, statute, ordinance, rule or regulation of any federal, state or local government, agency, bureau, or commission, (d) there are no pending or, to Grantors' knowledge, threatened proceedings against the Grantors that may affect the IP Collateral, (e) the IP Collateral is not subject to any licensing, royalty, or other agreements with third parties, and (f) the IP Collateral has not been and is not now involved in any interference, reissue, re-examination or opposition proceedings or otherwise been infringed upon, challenged or threatened in any way and that the IP Collateral does not infringe or been alleged to infringe on any other persons' proprietary rights.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the

same agreement. A signed copy of this IP Security Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Security Agreement.

6. Successors and Assigns. This IP Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[Signature Pages Follow]

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

WITNESSES:

Signature:

Print Name:

Signature:

Print Name:

GRANTOR:

ARMADILLO DISTRIBUTION ENTERPRISES, INC., a Florida corporation

By:

Evan A. Rubinson, President

By:

Pamela Anne Keris-Rubinson, Vice President

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 12 day of June, 2020, by Evan A. Rubinson, as President and Pamela Anne Keris-Rubinson, as Vice President of ARMADILLO DISTRIBUTION ENTERPRISES, INC., a Florida corporation, on behalf of said corporation, who is either [please check as applicable] personally known to me, or presented a Florida driver's license as identification.

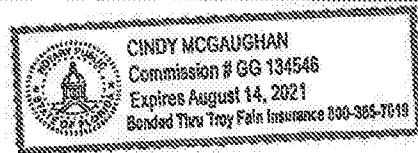
NOTARY PUBLIC [Signature Above]

Print Name:

State of Florida

My Commission Expires:

(NOTARIAL SEAL)



[Grantor Signature Page to IP Security Agreement]

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

WITNESSES:

GRANTOR:

CONCORDIA INVESTMENT PARTNERS, LLC, a Florida limited liability company

Signature:

[Handwritten Signature]

Print Name:

William K. May

Signature:

[Handwritten Signature]

Print Name:

Cindy M. Gaughan

By:

[Handwritten Signature]

Evan A. Rubinson, Manager

By:

[Handwritten Signature]

Pamela Anne Keris-Rubinson, Manager

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 10 day of June, 2020, by Evan A. Rubinson and Pamela Anne Keris-Rubinson, as Managers of CONCORDIA INVESTMENT PARTNERS, LLC, a Florida limited liability company, on behalf of said company, who is either [please check as applicable] personally known to me, or presented a Florida driver's license as identification.

[Handwritten Signature]

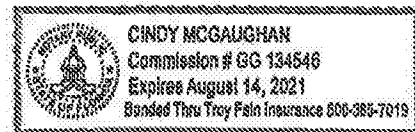
NOTARY PUBLIC [Signature Above]

Print Name:

(NOTARIAL SEAL)

State of Florida

My Commission Expires:



[Grantor Signature Page to IP Security Agreement]

SCHEDULE 1
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Owner</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Registration Date</u>
DDRUM - Word Mark	Concordia Investment Partners, LLC	88661873		
DDRUM - Design and Word Mark	Concordia Investment Partners, LLC	86391057	4883949	January 12, 2016
DEAN GUITARS - Design Mark	Concordia Investment Partners, LLC	85080675	3925298	March 1, 2011
DEAN - Design and Word Mark	Concordia Investment Partners, LLC	76346586	2609816	August 20, 2002

[Schedule 1 to IP Security Agreement]