

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613894

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Painful Pleasures, LLC		12/11/2020	Limited Liability Company: MARYLAND
FK Irons Inc		12/11/2020	Corporation: FLORIDA
Ink Projects LLC		12/11/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Bank, N.A., as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association: CANADA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	6025078	UMBRA
Registration Number:	6014668	CARE CAPS
Registration Number:	6014667	CARE CAPS
Serial Number:	90348600	
Serial Number:	90348598	XION
Serial Number:	90348594	DIREKT
Serial Number:	90348591	H
Serial Number:	90348589	ERGOWRAP
Serial Number:	90348585	VERTIX
Serial Number:	90348581	V
Serial Number:	90348575	EDGE
Serial Number:	90348573	EXACTOR
Serial Number:	90348568	GALAXIE
Serial Number:	90348562	ROSWELL
Serial Number:	90348536	APOLLO
Serial Number:	90348532	MICROBEAU

OP \$565.00 6025078

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90348525	
Serial Number:	90348519	WIRELESS REVOLUTION
Serial Number:	90248322	POWERBOLT
Serial Number:	90245901	UNLEASH YOUR POWER
Serial Number:	88816672	FLUX
Serial Number:	90348547	BELLAR

CORRESPONDENCE DATA

Fax Number: 3128637867
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.
Phone: 3128637267
Email: jaclyn.di.grande@goldbergkohn.com
Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.229
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	12/11/2020

Total Attachments: 4
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 11, 2020, by and among PAINFUL PLEASURES, LLC, a Maryland limited liability company ("PPL"), FK IRONS INC., a Florida corporation ("FK Irons"), INK PROJECTS LLC, a Delaware limited liability company ("Ink Projects"; together with PPL and FK Irons each individually a "Grantor" and collectively the "Grantors"), in favor of BMO HARRIS BANK, N.A, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated February 12, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

PAINFUL PLEASURES, LLC

By: 
Name: Melissa Gagnier-Solis
Title: Chief Operating Officer

FK IRONS INC.

By: 
Name: Melissa Gagnier-Solis
Title: Chief Operating Officer

INK PROJECTS, LLC

By: 
Name: Melissa Gagnier-Solis
Title: Chief Operating Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Mark	Jurisdiction	Serial No.	Reg. No.	Reg. Date	Owner
UMBRA	US	88238591	6025078	3/31/20	Painful Pleasures, LLC
CARE CAPS	US	88244508	6014668	3/17/20	Ink Projects LLC
CARE CAPS	US	88244506	6014667	3/17/20	Ink Projects LLC
[DESIGN ONLY]	US	90348600	N/A	N/A	FK Irons Inc.
XION	US	90348598	N/A	N/A	FK Irons Inc.
DIREKT	US	90348594	N/A	N/A	FK Irons Inc.
H	US	90348591	N/A	N/A	FK Irons Inc.
ERGOWRAP	US	90348589	N/A	N/A	FK Irons Inc.
VERTIX	US	90348585	N/A	N/A	FK Irons Inc.
V	US	90348581	N/A	N/A	FK Irons Inc.
EDGE	US	90348575	N/A	N/A	FK Irons Inc.
EXACTOR	US	90348573	N/A	N/A	FK Irons Inc.
GALAXIE	US	90348568	N/A	N/A	FK Irons Inc.
ROSWELL	US	90348562	N/A	N/A	FK Irons Inc.
APOLLO	US	90348536	N/A	N/A	FK Irons Inc.
MICROBEAU	US	90348532	N/A	N/A	FK Irons Inc.
[DESIGN ONLY]	US	90348525	N/A	N/A	FK Irons Inc.
WIRELESS REVOLUTION	US	90348519	N/A	N/A	FK Irons Inc.
POWERBOLT	US	90248322	N/A	N/A	FK Irons Inc.

Mark	Jurisdiction	Serial No.	Reg. No.	Reg. Date	Owner
UNLEASH YOUR POWER	US	90245901	N/A	N/A	FK Irons Inc.
FLUX	US	88816672	6176798	10/13/20	FK Irons Inc.
BELLAR	US	90348547	N/A	N/A	FK Irons Inc.