

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Four Hands, LLC		03/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Zions Bancorporation, N.A.		
Doing Business As:	Zions First National Bank		
Street Address:	10 East South Temple		
Internal Address:	Gateway Tower, Suite 500		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84133		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4688546	FOUR HANDS	
Registration Number:	4699099	FOUR HANDS	
Serial Number:	88355284	FOUR HANDS ART STUDIO	
Serial Number:	90005087	FOUR HANDS	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	8017995850		
Email:	klanderson@hollandhart.com		
Correspondent Name:	Scott Irwin		
Address Line 1:	P.O. Box 11583		
Address Line 4:	Salt Lake City, UTAH 84110		
ATTORNEY DOCKET NUMBER:	17173.0171		
NAME OF SUBMITTER:	Scott Irwin		
SIGNATURE:	/Scott Irwin/		
DATE SIGNED:	03/26/2021		

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Total Attachments: 8

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**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

This Amended and Restated Trademark Security Agreement (the “Agreement”) is made and entered into as of March 26, 2021 (the “Effective Date”) by and between Four Hands, LLC, a Delaware limited liability company (“Borrower”), and Zions Bancorporation, N.A. dba Zions First National Bank (“Zions”), in its capacity as administrative agent and collateral agent for the Lenders party from time to time to the Credit Agreement (as defined herein) (in such capacity, “Administrative Agent”), pursuant to a Security Agreement dated as of October 28, 2015 between Borrower and Zions, in its original capacity as a lender (“Original Lender”) (as amended or modified from time to time, the “Security Agreement”).

Whereas, Borrower, Original Lender and the other parties thereto executed that certain Trademark Security Agreement dated as of October 28, 2015, which was recorded with the USPTO (as defined herein) on October 29, 2015 at Reel/Frame 5656/0366 (the “Original Trademark Security Agreement”).

Whereas, Original Lender has assigned and transferred all of its rights and interests under the (i) Security Agreement and (ii) the Original Trademark Security Agreement to Administrative Agent pursuant to that certain Amended and Restated Credit Agreement dated as of October 25, 2019 by and among Borrower, Original Lender, Administrative Agent and the other parties thereto (as amended prior to the date hereof, the “Existing Credit Agreement”).

Whereas, the Existing Credit Agreement is being amended and restated pursuant to that certain Second Amended and Restated Credit Agreement dated as of the Effective Date by and among, Borrower, Administrative Agent and the other parties thereto (as so amended and restated, and as the same may be amended or modified from time to time hereafter, the “Credit Agreement”).

Whereas, Borrower and Administrative Agent, as assignee of Original Lender, desire to enter into this Amended and Restated Security Agreement for the purpose of amending and restating the Original Trademark Security Agreement in its entirety as set forth herein.

For good and valuable consideration, receipt of which is hereby acknowledged, Borrower and Administrative Agent hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Security Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the UCC which are used herein shall have the meanings set forth in the UCC, except as expressly defined otherwise. As used herein, the term:

“Collateral” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of Utah or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

“USPTO” means the United States Patent and Trademark Office.

In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Borrower; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations (as defined in the Credit Agreement), Borrower hereby grants to Administrative Agent a security interest in and to all of Borrower’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use or amendment to allege use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) to extent that any trademark applications are excluded from this granting of a security interest under Section 2(a)(i), Borrower hereby agrees that the assignment of a security interest of the trademark rights and the goodwill embodied within those applications shall vest to Administrative Agent upon Borrower’s filing of a verified statement of use or amendment to allege use with the USPTO;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Borrower connected with and symbolized by any of the aforementioned properties and assets; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Administrative Agent under the Security Agreement or other security documents referred to therein. The rights and remedies of Administrative Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Borrower represents and warrants to Administrative Agent that a true and correct list of all of the existing Collateral consisting of all trademarks, trademark registrations or applications owned by Borrower, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be reasonably requested by Administrative Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Borrower's compliance with this Agreement or to enable Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the USPTO or any applicable state office. Administrative Agent may record this Agreement, an abstract thereof, or any other document describing Administrative Agent's interest in the Collateral with the USPTO, at the expense of Borrower. In addition, Borrower authorizes Administrative Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Administrative Agent. If Borrower shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, Borrower shall promptly notify Administrative Agent in a writing signed by Borrower of the brief details thereof and grant to Administrative Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Administrative Agent.

6. Authorization to Supplement. If Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Borrower's obligations under this Section, Borrower authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule A to include any such new trademark applications and registrations identified by Borrower as described above. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower, Administrative Agent and their respective successors and assigns.

Borrower may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Utah, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Utah.

9. Entire Agreement; Amendment. This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Administrative Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Administrative Agent greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Administrative Agent under the Security Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Administrative Agent (at Borrower's expense) shall promptly execute and deliver to Borrower such documents, releases and instruments reasonably requested by Borrower as shall be necessary to evidence termination of all such security interests given by Borrower to Administrative Agent hereunder, including cancellation of this Agreement by written notice from Administrative Agent to the USPTO.

12. No Inconsistent Requirements. Borrower acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any

such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

15. Amendment and Restatement. This Agreement amends, restates, replaces and supersedes in its entirety, but does not extinguish or novate, the Original Trademark Security Agreement.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, this Amended and Restated Trademark Security Agreement has been executed and becomes effective as of the Effective Date.

Borrower:

FOUR HANDS, LLC

By: _____

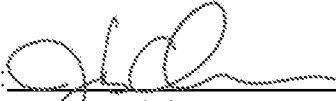
Name: Curtis J. Welch

Title: Chief Financial Officer

IN WITNESS WHEREOF, this Amended and Restated Trademark Security Agreement has been executed and becomes effective as of the Effective Date.

Administrative Agent:

**ZIONS BANCORPORATION, N.A. DBA
ZIONS FIRST NATIONAL BANK**

By: 
Name: Jake Christensen
Title: Vice President

SCHEDULE A


TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Borrower: Four Hands, LLC

Administrative Agent: Zions Bancorporation, N.A. dba Zions First National Bank

Trademarks:

1. "Four Hands":
 - a. Registered on February 17, 2015
 - b. Registration Number 4,688,546

2. "Four Hands" logo: **FOUR  HANDS**
 - a. Registered on March 10, 2015
 - b. Registration Number 4,699,099

3. "Four Hands Art Studio"
 - a. SN: 88355284
 - b. Registration Date: June 02, 2020

4. "Four Hands" logo consisting of a square (any color) adjacent to the words "Four Hands"
 - a. SN: 90005087
 - b. Registration Date: January 21, 2021