

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644783

<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>
Toad & Co. International, Inc.		05/06/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pandome		
<b>Street Address:</b>	429 Canon Dr.		
<b>City:</b>	Santa Barbara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93105		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3365291	CASHMOORE	
<b>Registration Number:</b>	5649547	DEBUG	
<b>Registration Number:</b>	5312511	DESIGNED FOR GOOD	
<b>Registration Number:</b>	2409284	EVERY DAY IS AN ADVENTURE	
<b>Registration Number:</b>	2369434	EVERY DAY IS AN ADVENTURE	
<b>Registration Number:</b>	5292109	EVERYDAY OUTSIDE	
<b>Registration Number:</b>	2907886	HORNY TOAD	
<b>Registration Number:</b>	3425879	HORNY TOAD	
<b>Registration Number:</b>	4210532	LIVE TOADALLY	
<b>Registration Number:</b>	3928827	LIZARD LOUNGE	
<b>Registration Number:</b>	4919338	MODERN TRAVEL	
<b>Registration Number:</b>	4745248	TOAD&CO	
<b>Registration Number:</b>	5171846	TOAD&CO	
<b>Registration Number:</b>	4745246	TOAD&CO	
<b>Registration Number:</b>	5171858	TOAD&CO	
<b>Registration Number:</b>	5219335	TRAIL TO TAVERN	
<b>Registration Number:</b>	3417529		
<b>Registration Number:</b>	1994940		

OP \$465.00 3365291

**CORRESPONDENCE DATA****Fax Number:** 8059663320*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:** 8059662440449**Email:** smartin@rppmh.com**Correspondent Name:** Sherrie L. Martin**Address Line 1:** 1421 State St. Ste. B**Address Line 4:** Santa Barbara, CALIFORNIA 93101**NAME OF SUBMITTER:** Michael E. Pfau**SIGNATURE:** /s/ Michael E. Pfau**DATE SIGNED:** 05/06/2021**Total Attachments: 44**

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## SECURITY AGREEMENT

This **SECURITY AGREEMENT** (this "Security Agreement"), is made and entered into, effective as of May 6, 2021 (the "Effective Date"), by and between **TOAD & CO. INTERNATIONAL, INC.**, a Delaware corporation ("Debtor"), and **PANDOME**, a California corporation ("Secured Party").

### RECITALS:

A. Pursuant to that certain Convertible Note Purchase Agreement, dated concurrently herewith, by and among Debtor and Secured Party (the "Purchase Agreement"), Debtor issued a Convertible Secured Promissory Note to Secured Party in the original principal amount of \$3,800,000 (the "Note").

B. Secured Party is willing to make the loan on the terms and conditions set forth in the Purchase Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to it the Purchase Agreement, this Security Agreement, that certain Trademark Security Agreement, dated concurrently herewith, in the form attached hereto as **EXHIBIT A** (the "Trademark Security Agreement").

C. The parties hereto agreed to execute this Security Agreement to memorialize the terms and conditions on which Debtor shall grant a second-priority security interest in and to Debtor's assets, as described herein, to Secured Party.

### AGREEMENTS:

**NOW, THEREFORE**, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. SECURITY INTEREST.** Pursuant to the Uniform Commercial Code, Debtor hereby grants to, pledges, and assigns to Secured Party a second-priority security interest in the "Collateral," as such term is defined and described in Section 2 below (the "Collateral"), to secure payment and performance of the Obligations of Debtor, as defined and described in Section 3 below, subject to (a) tax, materialmen's, or like liens for obligations due and not yet payable, (b) purchase money security interests in equipment or other fixed or capital assets (including capital leases), and (c) the security interest granted to Wells Fargo prior to the date hereof (collectively, the "Permitted Liens").

### **2. COLLATERAL**

**2.1** The Collateral of Debtor is all property, assets and rights of Debtor, wherever located, and whether now owned or hereafter acquired or created, including, without limitation, all of the following:

(a) All accounts now owned or existing, as well as any and all that may hereafter arise or be acquired by Debtor, and all the proceeds and products thereof, including without limitation, all note, drafts, acceptances, instruments and chattel paper arising therefrom, and all returned or repossessed goods arising from or relating to any such accounts, or other proceeds of any sale or other disposition of inventory;

(b) All of Debtor's inventory, including all goods, merchandise, raw materials, goods in process, finished goods and other tangible personal property, wheresoever located, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts for service or used or consumed in Debtor's business and all additions and accessions thereto and contracts with respect thereto and all documents of title evidencing or representing any part thereof, and all products and proceeds thereof;



(c) All of Debtor's fixtures and appurtenances thereto, and such other goods, chattels, fixtures, equipment and personal property affixed or in any manner attached to the real estate and/or building(s) or structure(s), including all additions and accessions thereto and replacements thereof and articles in substitution therefor, howsoever attached or affixed;

(d) All equipment of every nature and description whatsoever now owned or hereafter acquired by Debtor including all appurtenances and additions thereto and substitutions therefor, wheresoever located, including all tools, parts and accessories used in connection therewith;

(e) All general intangibles and other personal property now owned or hereafter acquired by Debtor other than goods, accounts, chattel paper, documents and instruments;

(f) All of Debtor's interest under chattel paper, lease agreements and other instruments or documents, whether now existing or owned by Debtor or hereafter arising or acquired by Debtor, evidencing both a debt and security interest in or lease of specific goods;

(g) All securities now or hereafter owned by Debtor, together with all instruments and general intangibles related thereto and all monies, income, proceeds and benefits attributable or accruing to said property, including, but not limited to, all stock rights, options, rights to subscribe, dividends, liquidating dividends, stock dividends, dividends paid in stock, new security or other properties or benefits to which Debtor is or may hereafter become entitled to receive on account of said property;

(h) All Debtor's interest in and to any certificates of deposit described below and instruments related thereto, and all renewals or substitutions therefor, together with all monies, income, interest, proceeds and benefits attributable or accruing to said property or to which Debtor is or may hereafter be entitled to receive on account of said property;

(i) All of Debtor's now owned or existing as well as hereafter acquired or arising instruments and documents;

(j) All patents, patent rights, inventions, processes, formulae, licenses, trade secrets, know-how and other proprietary rights and data, engineering calculations, technical plans, drawings and data, software, copyrights, technical information (including information regarding other persons' products and technology), and all other intellectual property rights of Debtor and all applications to acquire any such rights, in each case, whether now owned or hereafter created, acquired or issued (collectively, the "Technology");

(k) All trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill connected with the use of and symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or otherwise, and all common-law rights related thereto, and the right to obtain all renewals thereof, including without limitation those items set forth on **EXHIBIT B** hereto;

(l) All licenses, sublicenses, franchises, and other contract rights and all governmental and regulatory permits and approvals, whether now owned or hereafter acquired, granted in any of the

Technology, including, without limitation, any present or future right of Debtor to receive royalties or other payments from those to whom licenses, sublicenses or franchises have been or will be granted; and

(m) All Proceeds of the foregoing Collateral. For purposes of this Security Agreement, the term "Proceeds" includes whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged, licensed or otherwise disposed of or licensed, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

**3. OBLIGATIONS SECURED.** The obligations ("Obligations"), whether now existing or arising hereafter, secured by this Security Agreement shall include (a) the payment of all principal and interest on the Note, and the performance by Debtor of the additional obligations set forth in the Note, this Security Agreement, the Trademark Security Agreement, and the Purchase Agreement; (b) all payments made or expenses incurred by Secured Party, including, but not limited to, reasonable attorneys' fees and legal expenses in the exercise, preservation or enforcement of any of the rights, powers or remedies of Secured Party or in the enforcement of the obligations of Debtor under the Purchase Agreement, this Security Agreement, the Trademark Security Agreement, or the Note and including any such payments or expenses of Secured Party; and (c) any obligations of Debtor to Secured Party arising from amendments, modifications, renewals or extensions of any of the foregoing obligations.

**4. COLLATERAL ENCUMBRANCES: COVENANTS OF DEBTOR AND SECURED PARTY**

**4.1 TITLE TO COLLATERAL.** As of the Effective Date, Debtor owns the Collateral free and clear of any licenses, sublicenses, franchises, contract rights, claims, and interests, and no effective financing statement or other instrument similar in effect, which covers all or any part of the Collateral, is on file in any recording office, except for (a) the liens created by this Security Agreement, and (b) Permitted Liens.

**4.2 DEBTOR COVENANTS.** As to the Collateral, Debtor covenants with Secured Party as follows:

(a) Other than licenses to, or covenants not to sue with respect to Debtor's patents, Debtor will not grant to any person other than the Secured Parties any right, title, interest, claim, or lien in the Collateral, and will keep the Collateral free of all liens, encumbrances and other security interests, other than Permitted Liens.

(b) Debtor will comply with all laws, statutes, and regulations pertaining to the Collateral.

(c) Debtor will pay when due all taxes, licenses, charges, and other impositions on or for the Collateral.

(d) Debtor, at its own expense, will execute, file, and record such assignments, statements, notices, and agreements, take such action and obtain such certificates and documents, in accordance with all applicable laws, statutes, and regulations (whether state, federal or local), as necessary to perfect, evidence and continue such Secured Party's security interest in the Collateral, including, without limitation, in respect of registered trademarks, the Trademark Security Agreement with the U.S. Patent and Trademark Office. All such instruments for security shall be filed as promptly as practicable following the Effective Date.

(e) Debtor will deliver to such Secured Party all instruments and other items of Collateral for which possession is required for perfection.

(f) Debtor will, upon demand, give such Secured Party such information as reasonably requested concerning the Collateral and Debtor's business, and permit such Secured Party to inspect and copy the records thereof.

(g) Debtor will keep or require any goods which are security for or represented by the Collateral to be insured in amounts, on terms and with carriers as is customary and appropriate for the business in which Debtor is engaged.

(h) Debtor will, as appropriate, properly care for, house, store, and maintain the Collateral and any goods represented by the Collateral in good condition, free of misuse, abuse, waste, and deterioration, and prepare the Collateral for sale or market according to approved methods, and promptly and duly observe and perform any contract or agreement pertaining to or part of the Collateral.

(i) Debtor will not, without the written consent of Secured Party, exchange, lease, license, sublicense, lend, use, operate, demonstrate, sell or dispose of the Collateral or Debtor's rights therein, except for sales of inventory in the ordinary course of Debtor's business.

(j) Debtor will not, without the written consent of Secured Party, remove the Collateral from or outside of Debtor's chief place of business, except as may be required in the regular course of Debtor's business.

(k) Debtor will not, without the written consent of Secured Party, permit anything to be done that may impair, or fail to do anything necessary or advisable to preserve, the Collateral's value and the security and insurance coverage.

(l) Debtor will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove, any lien or encumbrance on the Collateral except Permitted Liens, and will defend the right, title and interest of such Secured Party in and to the Collateral and in and to the proceeds thereof against the claims and demands of all persons whomsoever.

(m) Upon the occurrence and during the continuation of any "Event of Default" (defined below), Debtor will not, without Secured Party's prior written consent, grant any extension of the time of payment of any of the accounts, chattel paper, instruments or securities included in the Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof, or allow any credit or discount whatsoever thereon other than trade discounts granted in the ordinary course of business of Debtor.

(n) Debtor will advise Secured Party promptly, in reasonable detail, (i) of any material lien, security interest, encumbrance or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral, and (iii) of the occurrence of any other event that would have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereunder.

(o) Upon reasonable notice to Debtor (unless an Event of Default has occurred and is continuing, in which case no notice is necessary), such Secured Party and its representatives shall also have the right to enter into and upon any premises where any of the Collateral is located for the purpose of inspecting the same, observing its use or otherwise protecting their interests therein.

**5. DEFAULT.** The term "Event of Default" shall have the meaning given to it in the Note. Upon the occurrence of an Event of Default, such Secured Party shall have the rights and remedies provided in the Note and herein.

**6. REMEDIES**

**6.1** Upon the occurrence of an Event of Default, Secured Party, without notice and at Debtor's expense, may, but is not obligated to:

(a) as appropriate take possession of the Collateral with or without legal process, require Debtor to assemble the Collateral and make it available to Secured Party at a reasonably convenient place, which shall be designated by Secured Party, or, whether or not the Collateral is present at the place of sale, sell the Collateral at a public sale in the county where such Collateral is located or where this Security Agreement was made, or sell the Collateral at a private sale and bid at such private sale;

(b) notify any obligor or account debtor on Collateral to make payment to Secured Party;

(c) collect, by legal proceedings or otherwise, and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of Collateral;

(d) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold, or apply other property in exchange for, the Collateral;

(e) insure, process, and preserve the Collateral;

(f) transfer the Collateral to its own or its nominee's name; and

(g) make any compromise or settlement, and take any action it deems advisable, and upon demand Debtor will pay the same to such Secured Party together with any deficiency or balance on Debtor's Obligations remaining after any sale or other disposition of the Collateral by such Secured Party, with interest at ten percent (10%) per annum or as agreed.

**6.2** Notwithstanding Section 6.1, above, and upon the occurrence of any Event of Default, Secured Party may exercise any other rights or remedies that it may have as a secured party under applicable law.

**6.3** Debtor also agrees to pay all costs of Secured Party, including, without limitation, reasonable attorneys' fees, incurred in connection with the enforcement of any of their rights and remedies hereunder.

**7. SECURED PARTY'S APPOINTMENT AS ATTORNEY-IN-FACT**

**7.1** Debtor hereby irrevocably constitutes and appoints Secured Party, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in its own name, from time to time in Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all

appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Secured Party the power and right, on behalf of Debtor, without notice to or assent by Debtor to do the following:

(a) to ask, demand, collect, receive, and give acquaintances and receipts for any and all moneys due and to become due under any Collateral and, in the name of Debtor to its own name or otherwise, to take possession of and endorse and collect any checks, drafts, note, acceptances, or other instruments for the payment of moneys due under any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such moneys due under any Collateral whenever payable and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such moneys due under any Collateral whenever payable;

(b) to pay or discharge taxes, liens, security interests, or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(c) (i) to direct any party liable for any payment under the Collateral to make payment of any and all moneys due, and to become due thereunder, directly to Secured Party or as Secured Party shall direct; (ii) to receive payment of and receipt for any and all moneys, claims and other amounts due, and to become due at any time, in respect of or arising out of any Collateral, (iii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts and other documents constituting or relating to the Collateral; (iv) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (v) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral; (vi) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate; (vii) to license or, to the extent permitted by an applicable license, sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any Technology, throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion determine; and (viii) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Debtor's expenses, at any time, or from time to time, all acts and things that Secured Party reasonably deems necessary to protect, preserve or realize upon the Collateral and Secured Party's lien therein, in order to effect the intent of this Security Agreement, as fully and effectively as Debtor might do.

**7.2** Secured Party agrees that, except upon the occurrence and during the continuation of an Event of Default, it will forebear from exercising the power of attorney or any rights granted to Secured Party pursuant to this Section 7. Debtor hereby ratifies, to the extent permitted by law, all that said attorneys shall lawfully do or cause to be done by virtue hereof. The power of attorney granted pursuant to this Section 7 is a power coupled with any interest and shall be irrevocable until the Obligations are indefeasibly paid in full.

**7.3** The powers conferred on Secured Party hereunder are solely to protect the Secured Party's interests in the Collateral and shall not impose any duty upon the Secured Party or the Secured Parties to exercise any such powers. Debtor hereby agrees to indemnify, defend and hold harmless Secured Party

from and against any claim, liability, loss, damage, suit, action or proceeding ever suffered or incurred by Secured Party as a result of (a) Debtor's failure to perform, discharge or observe any of Debtors duties hereunder, or (b) Secured Party's holding or administering this Security Agreement, the Trademark Security Agreement, or such Secured Party's lien in the Collateral, unless with respect to the foregoing, Secured Party has been judicially determined to have acted with gross negligence or engaged in willful misconduct. The obligations of Debtor under this Section 7.3, shall survive the termination of this Security Agreement.

**7.4** Debtor also authorizes Secured Party, at any time and from time to time upon the occurrence and during the continuation of any Event of Default, (a) to communicate in its own name with any party to any contract or agreement which is part of the collateral hereunder with regard to the assignment of the right, title and interest of Debtor in and under such contracts and agreements and other matters relating thereto, and (b) to execute, in connection with the sale provided for in Section 6 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

## **8. TERMINATION**

**8.1** Except as otherwise expressly provided herein, this Security Agreement and the security interest granted to Secured Party by Debtor hereunder shall terminate upon satisfaction in full of all of the Obligations by payment or otherwise including, without limitation, the conversion of the Note in full into equity.

**8.2** If applicable, and promptly upon termination of this Security Agreement, Secured Party agrees to execute and file with the Delaware Secretary of State a termination statement on Form UCC-3 and a collateral assignment for filing in the Patent and Trademark Office terminating Secured Parties' security interest in the Collateral at the expense of Debtor. This Section 8.2 is subject to specific performance and injunctive relief for the benefit of Debtor in the event of a failure by Secured Party to duly comply with a reasonable request for such compliance.

## **9. OTHER AGREEMENTS**

**9.1** Such care as Secured Party give to the safekeeping of their own property of like kind shall constitute reasonable care of the Collateral when in Secured Party's possession, but Secured Party is not required to make presentment, demand, or protest, or give notice and need not take action to preserve any rights against prior parties in connection with any obligation or evidence of indebtedness held as Collateral.

**9.2** Debtor shall give Secured Party prior written notice of (a) any change of place of business and address thereof, and (b) any change in policies or certificates of insurance required for the Collateral. Debtor hereby assigns to Secured Party any return or unearned premium that becomes due on any insurance which covers the Collateral.

**9.3** This Security Agreement is a continuing agreement and shall apply to all past, present, and future Obligations of Debtor to Secured Parties, whether or not such Obligations continue, increase, decrease, or create new indebtedness after or before payment of any prior indebtedness, notwithstanding the bankruptcy of, or other event or proceedings affecting Debtor.

**9.4** Acceptance of partial or delinquent payments or failure to exercise any right, power, or remedy shall not waive any Obligation of Debtor or modify this Security Agreement. Secured Party, and its successors and assigns, have all rights, powers, and remedies herein and as provided by law, including the rights, powers and remedies of a secured party under the Uniform Commercial Code, and may exercise

the same and effect any set-off and proceed against the Collateral or other security for Debtor's Obligations at any time.

**9.5** If, at any time or times prior or subsequent to the date hereof, regardless of whether or not an Event of Default then exists or any of the transactions contemplated hereunder are concluded, the Secured Party employs counsel, accountants or other experts for advice or other representation, or incurs legal expenses or other costs or out-of-pocket expenses in connection with (a) the administration of this Security Agreement, or the Trademark Security Agreement, and the transactions contemplated hereby and thereby; (b) any litigation, contest, dispute, suit, proceeding or action (whether instituted by Secured Party, Debtor, or any other person) in any way relating to the Collateral, this Security Agreement or the Trademark Security Agreement; (c) any attempt to enforce any rights of the Secured Party against Debtor or any other person which may be obligated to Secured Party by virtue of this Security Agreement or the Trademark Security Agreement, including, without limitation, account debtors; or (d) any attempt to inspect, verify, protect, preserve, restore, collect, sell, liquidate, or otherwise dispose of or realize upon the Collateral; then, in any such event, the reasonable attorneys' fees arising from such services and all reasonable expenses, costs, charges, and other fees of such counsel, accountants, or other experts or of Secured Parties or relating to any of the events or actions described in this Section 9.5 which are actually incurred shall be payable, upon demand, by Debtor to Secured Party and shall be additional Debtor's Obligations hereunder secured by the Collateral.

**10. ADDITIONAL ADVANCES.** If additional advances of the maximum principal of the Note are hereafter made to Debtor, then the obligations of Debtor to repay such additional advances and all interest and other charges thereon automatically shall be "Obligations" that are secured hereunder.

**11. MISCELLANEOUS**

**11.1 NOTICES.** All notices permitted or required by this Security Agreement shall be in writing, and shall be deemed to have been delivered and received (a) when personally delivered, (b) on the third (3<sup>rd</sup>) business day after the date on which deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (c) on the date on which transmitted by facsimile or email or other electronic means producing a tangible receipt evidencing a successful transmission, or (d) on the next business day after the date on which deposited with a nationally-recognized private courier (*e.g.*, FedEx, UPS, DHL, *etc.*) for overnight delivery, addressed to the party for whom intended at the mailing address, email address, or facsimile number set forth on the signature page of this Security Agreement for such party, or such other mailing address, email address, or facsimile number, notice of which has been delivered in a manner permitted by this Section 11.1.

**11.2 CUMULATIVE RIGHTS.** The rights, powers and remedies of Secured Party under this Security Agreement shall be in addition to all rights, powers and remedies given to Secured Party and Secured Parties by virtue of any statute or rule of law, or any other agreement between Debtor and Secured Party or otherwise, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing Secured Party's security interest in the Collateral.

**11.3 WAIVER.** Any forbearance or failure or delay by Secured Party in exercising any right, power or remedy shall not preclude the further exercise thereof, and every right, power or remedy of Secured Party shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by Secured Party affected by such waiver. Debtor waives any right to require Secured Party to proceed against Debtor or any other person or to exhaust any of the Collateral or to pursue any remedy in Secured Party's power.

**11.4 BINDING UPON SUCCESSORS.** Except as otherwise provided herein, the terms and conditions of this Security Agreement shall be binding upon, and inure to the benefit of, each of the parties hereto and their respective successors and assigns. Nothing in this Security Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Security Agreement, except as expressly provided in this Security Agreement.

**11.5 FURTHER ASSURANCES.** From and after the date of this Security Agreement, upon the request of any party hereto, each party shall execute and deliver such instruments, documents or other writings, and take such other actions, as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Security Agreement.

**11.6 AMENDMENTS.** This Security Agreement may be modified or amended only by a written instrument executed by Debtor and Secured Party.

**11.7 ENTIRE AGREEMENT; SEVERABILITY.** This Security Agreement, the Trademark Security Agreement, the Purchase Agreement, and the Note contain the entire Agreement between Secured Party and Debtor with respect to the subject matter hereof and thereof. If any of the provisions of this Security Agreement shall be held invalid or unenforceable, this Security Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

**11.8 CHOICE OF LAW.** This Security Agreement shall be construed in accordance with and governed by the laws of the State of Delaware.

**11.9 ATTORNEYS' FEES.** In the event of any controversy, claim or dispute between or among Debtor and Secured Party arising out of or relating to this Security Agreement, or the breach hereof, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, expenses and costs.

**11.10 COUNTERPARTS; ELECTRONIC SIGNATURES.** This Security Agreement and any amendment to this Security Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument, binding on each signatory thereto. A copy of this Security Agreement or an amendment hereto that is executed by a party (including by use of electronic signature software (*e.g.*, DocuSign, *etc.*)) and transmitted by that party to the other party by facsimile, as an attachment (*e.g.*, in ".pdf" format) to an email, or by use of electronic signature software shall be binding upon the signatory to the same extent as a copy hereof containing that party's original signature.

*[Signature Page Follows]*



**IN WITNESS WHEREOF**, the parties hereto have executed this Security Agreement as of the day and year first above written.

**DEBTOR:**

**TOAD & CO. INTERNATIONAL, INC.**, a Delaware corporation

By: \_\_\_\_\_

Name:

Title:

*Address, Facsimile No. and Email for Notices:*

Toad & Co. International, Inc.  
P.O. Box 21508  
Santa Barbara, CA 93121 (93101)

Email: [gordon@toadandco.com](mailto:gordon@toadandco.com)

*with a copy to:*

Reicker, Pfau, Pyle & McRoy  
Attn: Michael Pfau  
1421 State Street, Suite B  
P.O. Box 1470  
Santa Barbara, California 93102-1470

Email: [mpfau@rpprh.com](mailto:mpfau@rpprh.com)

**SECURED PARTY:**

**PANDOME**, a California corporation

DocuSigned by:  
  
By: \_\_\_\_\_  
769C80C34CAE47D...  
Name & title: Thomas S Cullen, Owner

*Address, Facsimile No. and Email for Notices:*

429 Canon Dr  
Santa Barbara, CA 93105

\_\_\_\_\_  
\_\_\_\_\_  
Email: Tc@pandome.org

**EXHIBIT A**

**TRADEMARK SECURITY AGREEMENT**

*[Attached]*

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** ("Trademark Security Agreement"), dated as of May 6, 2021, is made by **TOAD & CO. INTERNATIONAL, INC.**, a Delaware corporation ("Debtor"), in favor of **PANDOME**, a California corporation ("Secured Party").

### RECITALS:

A. Debtor and Secured Party are parties to a Convertible Secured Promissory Note dated May 6, 2021, in the original principal amount of \$3,800,000 (the "Note"), pursuant to which Debtor is indebted to Secured Party.

B. As a condition precedent to the making of the loan evidenced by the Note, Debtor granted to Secured Party a security interest in Secured Party's assets pursuant to a Security Agreement, dated May 6, by and between Debtor and Secured Party (the "Security Agreement").

C. Under the terms of the Security Agreement, Debtor has granted to Secured Party a security interest in, among other property, certain intellectual property of Debtor and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

### AGREEMENTS:

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

1. Grant of Security. Debtor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of Debtor in, to, and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of 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 Debtor 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 occurring before, on, 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. Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Debtor.

3. Loan Documents. This Trademark 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 Secured Party with respect to the Trademark Collateral are as provided by the Note, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile, in electronic (*i.e.*, "pdf" or "tif" format), or by electronic signature software (*i.e.*, DocuSign, etc.) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**TOAD & CO. INTERNATIONAL, INC.**, a Delaware corporation

DocuSigned by:  
By Gordon Seabury III  
Name: Gordon Seabury III  
Title: Chief Executive Officer

*Address, Facsimile No. and Email for Notices:*

Toad & Co. International, Inc.  
P.O. Box 21508  
Santa Barbara, CA 93121 (93101)  
Facsimile No.: \_\_\_\_\_  
Email: gordon@toadandco.com

*with a copy to:*

Reicker, Pfau, Pyle & McRoy LLP  
Attn: Michael Pfau  
1421 State Street, Suite B  
P.O. Box 1470  
Santa Barbara, California 93101  
  
Email: mpfau@rppmh.com

*Agreed to and Accepted:*

**PANDOME**, a California corporation

By \_\_\_\_\_  
Name & title:

*Address, Facsimile No. and Email for Notices:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

**SCHEDULE 1**

**TRADEMARKS**


**U.S. Trademark Portfolio**  
**As Of February 14, 2019**

Case Ref. No.	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Class - Goods/Services	Deadlines/Status
110918-5001	CASHMOORE	Reg. No. 3365291	Reg. Date 1/8/2008	Class 25: Fabric sold as an integral component of finished clothing, namely, shirts, sweatshirts and pants	Renewal filed. Office action issued on specimen-deadline to respond 7/22/2019
110918-5066	DEBUG	Reg. No. 5649547	Reg. Date 1/8/2019	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, pants, shorts, hats, scarves, jackets	Registered Section 8 & 15 due 1/8/2025 Section 8 & 9 Renewal due 1/8/2029
110918-5076	DESIGNED FOR GOOD	Reg. No. 5312511	Reg. Date 10/17/2017	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, scarves; fleece and insulated clothing, namely, shirts, vests and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants	Registered Section 8 & 15 due 10/17/2023 Section 8 & 9 Renewal due 10/17/2027
110918-5003	EVERY DAY IS AN ADVENTURE	Reg. No. 2409284	Reg. Date 11/28/2000	Class 35: Retail store services, and online retail store services featuring clothing and accessories Class 35: Mail order catalog services featuring coats and jackets, vests, pants, hats and T-shirts.	Registered Section 8 & 9 Renewal due 11/28/2020





Case Ref. No.	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Class - Goods/Services	Deadlines/Status
110918-5002	EVERY DAY IS AN ADVENTURE	Reg. No. 2369434	Reg. Date 7/18/2000	Class 24: Coats and jackets, vests, pants, hats, mitten, baseball caps and T-shirts.	Registered Section 8 & 9 Renewal due 7/18/2020
110918-5075	EVERYDAY OUTSIDE	Reg. No. 5292109	Reg. Date 9/19/2017	Class 25: Clothing, namely: shirts, capris, coats, sweatshirts, jackets, pullovers, vests, pants, shorts; fleece clothing, namely, shirts, vests and outerwear, namely, rain and weather resistant jackets, and rain and weather resistant pants	Registered Section 8 & 15 due 9/19/2023 Section 8 & 9 Renewal due 9/19/2027.
110918-5011	HORNY TOAD	Reg. No. 2907886	Reg. Date 12/7/2004	Class 25: Shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens, fleece clothing, namely shirts, vests, pants and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.	Registered Section 8 & 9 Renewal due 12/7/2024
110918-5012	HORNY TOAD	Reg. No. 3425879	Reg. Date 5/13/2008	Class 35: Retail store services featuring clothing and accessories.	Registered Section 8 & 9 Renewal due 5/13/2028

Case Ref. No.	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Class - Goods/Services	Deadlines/Status
110918-5017	LIVE TOADALLY	Reg. No. 4210532	Reg. Date 9/18/2012	Class 25: Shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, belts, hats, gloves, scarves, fleece clothing, namely, shirts, vests, pants, gloves, and scarves, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.	Registered Section 8 & 15 due 9/18/2018 Section 8 & 9 Renewal due 9/18/2022
110918-5018	LIZARD LOUNGE	Reg. No. 3928827	Reg. Date 3/8/2011	Class 35: Retail store services featuring clothing and accessories, music, belts, watches, sunglasses, hats and caps, bags, purses, shoes, and jewelry.	Registered Section 8 & 9 Renewal due 3/8/2021
110918-5022	MODERN TRAVEL	Reg. No. 4919338	Reg. Date 3/15/2016	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts; fleece and insulated clothing, namely, shirts, vests, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets	Registered Section 8 & 15 due 3/16/2022 Section 8 & 9 Renewal due 3/16/2026

Case Ref. No.	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Class - Goods/Services	Deadlines/Status
110918-5032	TOAD&CO	Reg. No. 4745248	Reg. Date 5/26/2015	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, pants, shorts, hats, scarves, rain and weather resistant jackets.  Class 35: Retail store services and online retail store services featuring clothing and accessories.	Registered Section 8 & 15 due 5/26/2021  Section 8 & 9 Renewal due 5/26/2025
110918-5049	TOAD&CO	Reg. No. 5171846	Reg. Date 3/28/2017	Class 25: vests; fleece and insulated clothing, namely, shirts, vests, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets; fleece pants	Registered Section 8 & 15 due 3/28/2023  Section 8 & 9 Renewal due 3/28/2027
110918-5045		Reg. No. 4745246	Reg. Date 5/26/2015	Class 25: clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, pants, shorts, hats, scarves, rain and weather resistant jackets ;  Class 35: Retail store services and online retail store services featuring clothing and accessories	Registered Section 8 & 15 due 5/26/2021  Section 8 & 9 Renewal due 5/26/2025

Case Ref. No.	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Class - Goods/Services	Deadlines/Status
110918-5050		Reg. No. 5171858	Reg. Date 3/28/2017	Class 25: vests; fleece and insulated clothing, namely, shirts, vests, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets; fleece pants	Registered Section 8 & 15 due 3/28/2023 Section 8 & 9 Renewal due 3/28/2027
110918-5072	TRAIL TO TAVERN	Reg. No. 5219335	6/6/2017	Class 25: Clothing, namely, shirts, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, scarves; fleece and insulated clothing, namely, shirts, vests, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets; fleece pants	Registered Section 8 & 15 due 6/6/2023 Section 8 & 9 Renewal due 6/6/2027
110918-5021		Reg. No. 3417529	Reg. Date 4/29/2008	Class 25: Shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, belts, hats, visors, gloves, scarves, mittens; fleece clothing, namely, shirts, vests, pants, gloves, mittens, and scarves; and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants. Class 35: Retail store services, and online retail store services featuring clothing and accessories.	Registered Section 8 & 9 Renewal due 4/29/2028.

Case Ref. No.	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Class - Goods/Services	Deadlines/Status
110918-5020		Reg. No. 1994940	Reg. Date 8/20/1996	Class 25: Coats and jackets, vests, pants, hats, headbands, mittens, baseball caps, and t-shirts.	Registered Section 8 & 9 Renewal due 8/20/2026
110918-5079		App. No. 87/569565	App. Date 8/15/2017	Class 25: Clothing, namely, shirts, pants, jackets, sweatshirts, hats, dresses, shorts, skirts, scarves, vests, outerwear Class 35: Retail store services and online retail store services featuring clothing and accessories	Notice of Allowance issued 9/11/2018. Statement of use or 1 <sup>st</sup> extension of time due March 11, 2018
110918-0111	SAVE THE PLANET. WEAR SUSTAINABLE	App. No. 88/103794	9/4/2018	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts; fleece clothing, namely, shirts, vests and outerwear, namely, rain and weather resistant jackets, parkas, overcoats, and rain and weather resistant pants Class 35: Retail store services and online retail store services featuring clothing and accessories	Pending -application published 1/29/2019

**Foreign Trademark Portfolio**  
**As Of February 14, 2019**

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/ Reg. Date	Goods/Services	Deadlines/Status
110918-5051	Argentina	MODERN TRAVEL	Reg. No. 2832609	Reg. Date 9/9/2016	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.	Registered Renewal due 9/9/2026
110918-5052	Australia	MODERN TRAVEL	Reg. No. 1705352	Reg. Date 1/20/2016	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.	Registered Renewal due 7/7/2025

TRADEMARK

REEL: 007283 FRAME: 0122

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5061	Australia		Reg. No. 1720221	Reg. Date 4/12/2016	Class 25: Clothing, including, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, pants, shorts, hats, scarves, rain and weather resistant jackets; fleece, down, and insulated clothing, including, shirts, vests, pants, and outerwear, including, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants; vests; gloves; mittens; headgear and footwear.	Registered Renewal due 9/9/2025
110918-1560	Australia	TOAD&CO	Reg. No. 1720222	Reg. Date 4/12/2016	Class 25: Clothing, including, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, pants, shorts, hats, scarves, rain and weather resistant jackets; fleece, down, and insulated clothing, including, shirts, vests, pants, and outerwear, including, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants; vests; gloves; mittens; headgear and footwear.	Registered Renewal due 9/9/2025

TRADEMARK

REEL: 007283 FRAME: 0123



Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5053	Brazil	MODERN TRAVEL	Reg. No. 9099656460	Reg. Date 11/14/2017	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.	Registered Renewal due 11/14/2027
110918-5062	Brazil	TOAD&CO	Reg. No. 9099984468	Reg. Date 11/28/2017	Class 35: Retail trade and online retail store services featuring clothing and accessories.	Registered Renewal due 11/28/2027
110918-5069	Brazil	TOAD&CO	Reg. No. 9099984395	Reg. Date 11/28/2017	Class 25: clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, pants, shorts, hats, scarves, rain and weather resistant jackets; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant PANTS, vests, gloves, mittens.	Registered Renewal due 11/28/2027

TRADEMARK

REEL: 007283 FRAME: 0124

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5068	Brazil	TOAD&CO	Reg. No. 909984220	Reg. Date 11/28/2017	Class 25: clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, pants, shorts, hats, scarves, rain and weather resistant jackets; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant PANTS; vests; gloves; mittens.	Registered Renewal due 11/28/2027
110918-5067	Brazil	TOAD&CO	Reg. No. 909984247	Reg. Date 11/28/2017	Class 35: Retail trade and online retail store services featuring clothing and accessories.	Registered Renewal due 11/28/2027
110918-5004	Canada	HORNY TOAD	Reg. No. TMA755009	Reg. Date 12/10/2009	Retail store services featuring clothing and accessories. Online retail store services featuring clothing and accessories.	Registered Renewal due 12/10/2024
110918-5005	Canada	HORNY TOAD	Reg. No. TMA687625	Reg. Date 5/11/2007	Shirts, sweaters, sweatshirts, jackets, pullovers, fleece clothing, namely, shirts, vests, pants, gloves, mittens and scarves, vests, pants, shorts, belts, hats, visors, gloves, scarves, mittens, outerwear, namely, parkas, overcoats, rain and weather resistant jackets and rain and weather resistant pants, swimwear, dresses, tanks, skirts, tees, tops, capris.	Registered Renewal due 5/11/2022




TRADEMARK

REEL: 007283 FRAME: 0125

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5054	Canada	MODERN TRAVEL	Reg. No. TMA966,294	Reg. Date 3/21/2017	Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.	Registered Renewal due 3/21/2032
110918-5033	Canada	<b>TOAD&amp;CO</b>	Reg. No. TMA959,828	Reg. Date 1/11/2017	Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants. Retail store services and online retail store services featuring clothing and accessories.	Registered Renewal due 1/22/2032
110918-5046	Canada	TOAD&CO	Reg. No. TMA959,970	Reg. Date 1/12/2017	Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants. Retail store services and online retail store services featuring clothing and accessories.	Registered Renewal due 1/12/2032

TRADEMARK

REEL: 007283 FRAME: 0126

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110908-5074	Canada	TRAIL TO TAVERN	Reg. No. TMA1,003,729	Filing Date 12/2/2015	Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.	Registered Renewal due 8/23/2033
110918-5016	Canada		Reg. No. TMA687624	Reg. Date 5/11/2007	Shirts, sweaters, sweatshirts, jackets, pullovers, fleece clothing, namely, shirts, vests, pants, gloves, mittens and scarves, vests, pants, shorts, belts, hats, visors, gloves, scarves, mittens, outerwear, namely, parkas, overcoats, rain and weather resistant jackets and rain and weather resistant pants, swimwear, dresses, tanks, skirts, tees, tops, capris.	Registered Renewal due 5/11/2022
110918-5015	Canada		Reg. No. TMA755009	Reg. Date 12/10/2009	Retail store services featuring clothing and accessories. Online retail store services featuring clothing and accessories.	Registered Renewal due 12/10/2024
110918-5081	Canada		App. No. 1881732	App. Date 2/6/2018	Clothing, namely, shirts, pants, jackets, sweatshirts, hats, dresses, shorts, skirts, scarves, vests, outerwear Retail store services and online retail store services featuring clothing and accessories	Pending.

TRADEMARK

REEL: 007283 FRAME: 0127

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5055	Chile	MODERN TRAVEL	Reg. No. 1216517	Reg. Date 8/9/2016	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.	Registered Renewal due 8/9/2026
110918-5034	Chile	<b>ROAD&amp;CO</b>	Reg. No. 1162413	Reg. Date 4/13/2015	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.  Class 35: Retail store services and online retail store services featuring clothing and accessories.	Registered Renewal due 4/13/2025


TRADEMARK

REEL: 007283 FRAME: 0128

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5023	Chile	TOAD&CO	Reg. No. 1173189	Reg. Date 7/23/2015	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.	Registered Renewal due 7/23/2025
110918-5006	China	HORNY TOAD	Reg. No. 6206772	Reg. Date 7/14/2010	Class 25: Shirt; female pants; jacket; sweaters; sweaters; jackets (clothing); Jumpers; vest (waistcoat); trousers; shorts; clothing belt (clothing); cap; hat; gloves (clothing); scarves; mittens gloves; wool garments; outerwear; parka with a hood; overcoat; weatherproof jackets (clothing); weatherproof pants; clothing.	Registered Renewal due 7/13/2020

TRADEMARK

REEL: 007283 FRAME: 0129

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5007	China	HORNY TOAD	Reg. No. 6206771	Reg. Date 6/7/2010	Class 35: Presentation of goods featuring clothing and accessories on communication media for retail purposes; assistance (Business management -) for retail purposes; sales promotion for others.	Registered Renewal due 6/6/2020
110918-5013	China	HORNY TOAD and Design with Chinese Characters 	Reg. No. 4217362	Reg. Date 9/7/2009	Class 25: Underclothing; sportswear; jackets; pullovers; knitwear; vests; trousers; girdles; hats; gloves; scarfs.	Registered Renewal due 9/6/2019
110918-5035	China	<b>TOAD&amp;CO</b>	Reg. No. 14108662	Reg. Date 5/21/2015	Class 25: Clothing; shirts; capris; coats; sweaters; sweatshirts; jackets; pullovers; vests; pants; shorts; hats; gloves; scarves; mittens; fleece clothing; down clothing; insulated clothing; insulated shirts; insulated vests; insulated pants; outerwear; parkas; overcoats; rain resistant jackets; waterproof clothing.	Registered Renewal due 5/20/2025

TRADEMARK

REEL: 007283 FRAME: 0130

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5036	China	<b>TOAD&amp;CO</b>	Reg. No. 14108664	Reg. Date 4/14/2015	Class 35: Presentation of goods featuring clothing and accessories on communication media for retail purposes; business management assistance for retail purposes; sales promotion for others; demonstration of goods; shop window dressing; business management assistance; administrative processing of purchase orders; marketing.	Registered Renewal due 4/13/2025
110918-5047	China	<b>TOAD&amp;CO.</b>	Reg. No. 13994076	Reg. Date 3/14/2015	Class 25: Clothing, shirts; capris; coats, sweaters; sweatshirts; jackets; pullovers; vests; pants; shorts; hats; gloves; scarves; mittens; fleece clothing; down clothing; insulated clothing; insulated shirts; insulated vest; insulated pants; outerwear; parkas; overcoats; rain resistant jackets; weather resistant jacket; rain resistant.	Registered Renewal due 3/13/2025
110918-5048	China	<b>TOAD&amp;CO.</b>	Reg. No. 13999237	Reg. Date 3/14/2015	Class 35: Presentation of good featuring clothing and accessories on communication media for retail purposes; business management assistance for retail purpose; sales promotion for others; demonstration of goods; shop window dressing; business management assistance; administrative processing of purchase orders; marketing.	Registered Renewal due 3/13/2025

TRADEMARK

REEL: 007283 FRAME: 0131



Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5008	European Union	HORNY TOAD	Reg. No. 003769767	Reg. Date 7/18/2005	Class 25: Clothing, footwear, headgear; sportswear; sports footwear; in particular shirts, sweaters, sweatshirts, jackets, pullovers, fleece clothing, vests, pants, shorts, belts, hats, gloves, scarves, mittens, outerwear, swimwear, dresses, tanks, skirts, tees, tops, capris.	Registered Renewal due 4/15/2024
110918-5009	European Union	HORNY TOAD	Reg. No. 006196679	Reg. Date 7/4/2008	Class 35: Retail store services, and online retail store services featuring clothing and clothing accessories, namely, belts, hats, visors, gloves, scarves and mittens.	Registered Renewal due 8/14/2024

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REEL: 007283 FRAME: 0132

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5058	European Union	MODERN TRAVEL	Reg. No. 014333165	Reg. Date 10/21/2015	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.	Registered Renewal due 7/3/2025
110918-5037	European Union	<b>ROAD&amp;CO</b>	Reg. No. 013201918	Reg. Date 2/5/2015	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.  Class 35: Retail store services and online retail store services featuring clothing, scarves, hats, belts and bags.	Registered Renewal due 8/26/2024

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REEL: 007283 FRAME: 0133

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5024	European Union	TOAD&CO	Reg. No. 013201934	Reg. Date 2/5/2015	Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants. Retail store services and online retail store services featuring clothing, scarves, hats, belts and bags.	Registered Renewal due 8/26/2024
110918-5038	Hong Kong	TOAD&CO	Reg. No. 303114422	Reg. Date 2/26/2015	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.  Class 35: Retail store services and online retail store services featuring clothing and accessories.	Registered Renewal due 8/26/2024

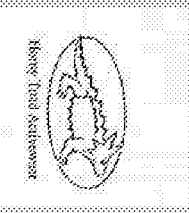
TRADEMARK

REEL: 007283 FRAME: 0134

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5025	Hong Kong	TOAD&CO	Reg. No. 303114440	Reg. Date 2/26/2015	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.  Class 35: Retail store services and online retail store services featuring clothing and accessories.	Registered Renewal due 8/26/2024

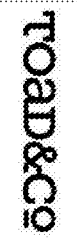
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REEL: 007283 FRAME: 0135

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5010	Japan	HORNY TOAD	Reg. No. 5257394	Reg. Date 8/14/2009	Class 25: Clothing, garter, sock suspenders, suspenders [braces], waistbands, belts for clothing.  Class 35: Retail store services, and online retail store services featuring clothing and accessories.	Registered Renewal due 8/14/2019
110918-5014	Japan	HORNY TOAD ACTIVEWEAR and Design 	Reg. No. 4322773	Reg. Date 10/8/1999	Class 25: Coat, jacket, vest, pants, hat, mittens, t-shirt, and other clothing, band, headbands other sporting and gymnastic wear.	Registered Renewal due 10/8/2019
110918-5026	Japan	TOAD&CO	Reg. No. 5758475	Reg. Date 4/17/2015	Class 25: Shirts, Capris, coats sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens, and other clothing; fleece shirts, vests and pants; down vests; thermal shirts, vest and pants; parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.  Class 35: Retail store services and online retail store services featuring clothing and accessories therefore.	Registered Renewal due 4/17/2025


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REEL: 007283 FRAME: 0136

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5039	Japan		Reg. No. 5758476	Reg. Date 4/17/2015	Class 25: Shirts, Capris, coats sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens, and other clothing; fleece shirts, vests and pants; down vests; thermal shirts, vest and pants; parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.  Class 35: Retail store services and online retail store services featuring clothing and accessories therefore.	Registered Renewal due 4/17/2025

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REEL: 007283 FRAME: 0137

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5019	Japan		Reg. No. 5422697	Reg. Date 7/1/2011	Class 25: Coat, jacket, vest, trousers, gloves and mittens, t-shirt, other clothing, and clothes for sports.  Class 35: Retail store services and online retail store services featuring clothing and accessories.	Registered Renewal due 7/1/2021
110918-5078	Korea	<b>TOAD&amp;CO</b>	Reg. No. 45-0073803	Reg. Date 5/25/2017	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves (clothing), scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.  Class 35: Retail store services featuring clothing; online retail store services featuring accessories of precious metal; online retail store services featuring accessories of precious metal; retail store services featuring accessories (except of precious metal and jewelry); online retail store services featuring accessories (except of precious metal and jewelry).	Registered Renewal due 5/25/2027

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REEL: 007283 FRAME: 0138

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5077	Korea	TOAD&CO	Reg. No. 45-0073802	Reg. Date 5/25/2017	<p>Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves (clothing), scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear; namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.</p> <p>Class 35: Retail store services featuring clothing; online retail store services featuring clothing; retail store services featuring accessories of precious metal; online retail store services featuring accessories of precious metal; retail store services featuring accessories (except of precious metal and jewelry); online retail store services featuring accessories (except of precious metal and jewelry).</p>	Registered Renewal due 5/25/2027

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REEL: 007283 FRAME: 0139



Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5057	Mexico	MODERN TRAVEL	Reg. No. 1564475	Reg. Date 8/18/2015	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.	Registered Renewal due 6/8/2025
110918-5065	Mexico	ROAD&CO	Reg. No. 1,602,320	Reg. Date 1/12/2016	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, pants, shorts, hats, scarves, rain and weather resistant jackets; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant; vests; gloves; mittens.	Registered Renewal due 9/17/2025
110918-5071	Mexico	ROAD&CO	Reg. No. 1,601,889	Reg. Date 1/11/2016	Class 35: Retail store services and online retail store services featuring clothing and accessories.	Registered Renewal due 9/17/2025

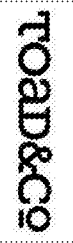
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REEL: 007283 FRAME: 0140

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5064	Mexico	TOAD&CO	Reg. No. 1,602,319	Reg. Date 1/12/2016	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, pants, shorts, hats, scarves, rain and weather resistant jackets; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant; vests, gloves; mittens.	Registered Renewal due 9/17/2025
110918-5063	Mexico	TOAD&CO	Reg. No. 1,601,888	Reg. Date 1/11/2016	Class 35: Retail store services and online retail store services featuring clothing and accessories.	Registered Renewal due 9/17/2025
110918-5058	New Zealand	MODERN TRAVEL	Reg. No. 1022814	Reg. Date 1/6/2016	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.	Registered Renewal due 1/9/2025

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REEL: 007283 FRAME: 0141

Case Ref. No.	Country	Mark	App. No./Reg. No.	Filing Date/Reg. Date	Goods/Services	Deadlines/Status
110918-5040	New Zealand		Reg. No. 1003954	Reg. Date 2/26/2015	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.  Class 35: Retail store services and online retail store services featuring clothing and accessories.	Registered Renewal due 8/25/2024
110918-5027	New Zealand	TOAD&CO	Reg. No. 1003951	Reg. Date 2/26/2015	Class 25: Clothing, namely, shirts, capris, coats, sweaters, sweatshirts, jackets, pullovers, vests, pants, shorts, hats, gloves, scarves, mittens; fleece, down, and insulated clothing, namely, shirts, vests, pants, and outerwear, namely, parkas, overcoats, rain and weather resistant jackets, and rain and weather resistant pants.  Class 35: Retail store services and online retail store services featuring clothing and accessories.	Registered Renewal due 8/25/2024

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REEL: 007283 FRAME: 0142