

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM799586

<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>
U.S. MERCHANTS FINANCIAL GROUP, INC.		02/28/2023	Corporation: CALIFORNIA
THE MERCHANT OF TENNIS, INC.		02/28/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA, as administrative agent		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 47</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5840119	420LOCK	
<b>Registration Number:</b>	5224905	AUTOCRATE	
<b>Registration Number:</b>	5366086	BUILT TUFF TO LAST	
<b>Registration Number:</b>	3604802	BUTTERFLY PALLET SHROUD	
<b>Registration Number:</b>	5032855	COLLAPSI-CRATE	
<b>Registration Number:</b>	6381570	ESSENTIAL HYGIENE	
<b>Registration Number:</b>	5365533	G GREEN MARINE	
<b>Registration Number:</b>	6992437	GRAND SUMMIT	
<b>Registration Number:</b>	5225880	GREEN PACK	
<b>Registration Number:</b>	3195488	GREEN PACK	
<b>Registration Number:</b>	6964850	GREENMADE	
<b>Registration Number:</b>	5967642	GREENMADE	
<b>Registration Number:</b>	5637749	GREENMADE	
<b>Registration Number:</b>	5167072	GREENMADE	
<b>Registration Number:</b>	5046538	GREENMAID	
<b>Registration Number:</b>	5032850	GREENMAKE	
<b>Registration Number:</b>	5032851	GREENMATE	

OP \$1190.00 5840119

Property Type	Number	Word Mark
Registration Number:	5046537	INSTA-CRATE
Registration Number:	5219050	INSTA-CRATE
Registration Number:	5788251	INSTALOCK
Registration Number:	6148780	INSTAVIEW
Registration Number:	5046543	INTELLI-CRATE
Registration Number:	3102852	JEFF GREEN STANDARD
Registration Number:	6029539	MARIJUANA LOCK
Registration Number:	5710957	MEGATOTE
Registration Number:	6136900	PARTY BLAST
Registration Number:	6136901	PARTY BLAST
Registration Number:	6136902	PARTY BLAST
Registration Number:	5933449	PARTY WAND
Registration Number:	5131517	PROFESSIONAL BOX
Registration Number:	5366087	PROFESSIONAL GRADE
Registration Number:	5623446	SIP 'N DIP
Registration Number:	5758137	STORAGE LOCK
Registration Number:	5783856	THE HEAT MACHINE
Registration Number:	5741859	THE HEAT MACHINE
Registration Number:	5795943	TOTAL PARTY
Registration Number:	5795944	TOTAL PARTY
Registration Number:	5795945	TOTAL PARTY
Registration Number:	5623306	TUFF 'N STRONG
Registration Number:	5466425	TUFF 'N STURDY
Registration Number:	5607699	TUFF 'N STURDY
Registration Number:	5298347	TUFF 'N STURDY
Registration Number:	5607640	TUFF 'N STURDY
Registration Number:	5612647	US
Registration Number:	5612648	US US MERCHANTS FACILITIES THROUGHOUT NO
Registration Number:	5928077	YOUR ONE STOP PARTY PACKAGE
Registration Number:	5603102	BUILDERS STORAGE BOX

**CORRESPONDENCE DATA**

Fax Number: 3032231111

*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: 3032231100

Email: DNTrademarkDocket@bhfs.com

Correspondent Name: Sarah K. Dewar

Address Line 1: 410 SEVENTEENTH STREET SUITE 2200

Address Line 4: DENVER, COLORADO 80202

**TRADEMARK**

**REEL: 008029 FRAME: 0337**

<b>ATTORNEY DOCKET NUMBER:</b>	018667.0025
<b>NAME OF SUBMITTER:</b>	Sarah K. Dewar
<b>SIGNATURE:</b>	/Sarah K. Dewar/
<b>DATE SIGNED:</b>	03/31/2023

**Total Attachments: 11**

source=CIBC - US Merchants - Amended and Restated Trademark Security Agreement (25380502.1)#page1.tif  
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AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “**Security Agreement**”) is made as of this 28th day of February, 2023, by U.S. MERCHANTS FINANCIAL GROUP, INC., a California corporation, and THE MERCHANT OF TENNIS, INC., a California corporation (each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of CIBC BANK USA, as administrative agent (“**Agent**”) for itself and the other lenders party to the Loan Agreement referred to below (the “**Lenders**”).

WITNESSETH

WHEREAS, Grantors, certain Affiliates of Grantors, CIBC US in its capacity as administrative agent for the financing institutions from time to time party thereto (the “**Original Lenders**”) entered into a Loan and Security Agreement, dated as of November 30, 2020 (as amended by (i) that Amendment No. 1 to Loan and Security Agreement, dated as of June 24, 2021 and effective as of May 30, 2021, (ii) that Waiver and Amendment No. 2 to Loan and Security Agreement, dated as of September 29, 2021, (iii) that Consent, Joinder and Amendment No. 3 to Loan and Security Agreement and Joinder to Continuing Unconditional Guaranty, dated as of December 17, 2021, (iv) that Waiver, Consent and Amendment No. 4 to Loan and Security Agreement, dated as of March 9, 2022, and (v) that Consent and Amendment No. 5 to Loan and Security Agreement, the “**Original Loan Agreement**”);

WHEREAS, in connection with the grant of security provided in the Original Loan Agreement, US Financial entered into a Trademark and Security Agreement, dated November 30, 2020 (as amended, or otherwise modified from time to time, the “**Original Trademark Security Agreement**”) in favor of CIBC US in its capacity as administrative agent for the Original Lenders;

WHEREAS, Grantors, certain Affiliates of Grantors, Agent and the Lenders are now parties to the Amended and Restated Loan and Security Agreement, dated as of the date hereof (as amended, amended and restated or otherwise modified from time to time, the “**Loan Agreement**”) (which amends and restates the Original Loan Agreement) and other related loan documents of even date herewith (collectively, with the Loan Agreement, as each may be amended or otherwise modified from time to time, the “**Financing Agreements**”), which Financing Agreements provide (i) for the Agent and the Lenders to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by the Loan Parties to Agent, for the benefit of the itself and the Lenders, of a security interest in certain of the Loan Parties’ assets, including, without limitation, its trademarks and trademark applications;

WHEREAS the parties hereto now seek to amend and restate the Original Trademark Security Agreement in its entirety with this Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, the Grantors hereby grant to Agent, for the benefit of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a

continuing security interest in the Grantors' entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantors' business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. The Grantors represent and warrant to Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) the Grantors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each applicable Trademark (as identified on Schedule A), free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by the Grantors not to sue third persons;

(iii) the Grantors have no notice of any suits or actions commenced or threatened in writing with reference to any Trademark; and

(iv) the Grantors have the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein or as permitted pursuant to any other Loan Document, the Grantors agree that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, the Grantors shall not, without the prior written consent of Agent, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. The Grantors represent and warrant that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by the Grantors. If, before Grantors' Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, the Grantors shall (i) become aware of any existing Trademarks of which the Grantors have not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and the Grantors shall give to Agent prompt written notice thereof. The Grantors hereby authorize Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term; Royalties. The term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Financing Agreements. The Grantors agree that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to the Grantors.

7. Product Quality. The Grantors agree to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, the Grantors agree that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantors under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantors. All fees, costs and expenses, of whatever kind or nature, including Attorney Costs, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantors and until paid shall constitute Obligations.

10. Duties of Grantors. The Grantors shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Grantors' obligations under this Section 10 shall be borne by the Grantors.

11. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, the Grantors shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and the Grantors shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between the Grantors and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. The Grantors hereby authorize Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as the Grantors' true and lawful attorney-in-fact, with power to (i) endorse the Grantors' name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. The Grantors hereby ratify all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated. The Grantors acknowledge and agree that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon the Grantors and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Grantors agree to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Restatement. This Agreement amends and restates in its entirety the Original Trademark Security Agreement.

[Signature Page Follows]

Agreed and accepted as of the date  
first written above:

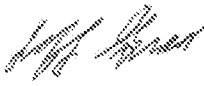
CIBC BANK USA, as Agent

By:   
Name: Zachary Leonard  
Title: Managing Director

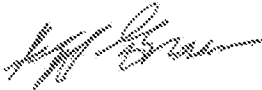


IN WITNESS WHEREOF, the Grantors have duly executed this Amended and Restated Trademark Security Agreement as of the date first written above.

U.S. MERCHANTS FINANCIAL GROUP, INC.,  
a California corporation

By:   
Name: Jeffrie Green  
Title: President and Chief Executive Officer

THE MERCHANT OF TENNIS, INC.,  
a California corporation

By:   
Name: Jeffrie Green  
Title: President and Chief Executive Officer

*[Signature Page to Amended and Restated Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 008029 FRAME: 0344**

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

**I. UNITED STATES**

<u>Trademark</u>	<u>Owner</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
420LOCK	U.S. Merchants Financial Group, Inc.	87337503	5840119	8/20/2019
AUTOCRATE	U.S. Merchants Financial Group, Inc.	87073117	5224905	6/13/2017
BUILDERS STORAGE BOX	The Merchant of Tennis, Inc.	87716464	5603102	11/6/2018
BUILT TUFF TO LAST	U.S. Merchants Financial Group, Inc.	87218276	5366086	12/26/2017
BUTTERFLY PALLET SHROUD	U.S. Merchants Financial Group, Inc.	76685435	3604802	4/14/2009
COLLAPSI-CRATE	U.S. Merchants Financial Group, Inc.	86650843	5032855	8/30/2016
ESSENTIAL HYGIENE	U.S. Merchants Financial Group, Inc.	88847540	6381570	6/8/2021
G GREEN MARINE	U.S. Merchants Financial Group, Inc.	86907037	5365533	12/26/2017
GRAND SUMMIT	U.S. Merchants Financial Group, Inc.	90553988	6992437	2/28/2023
GREEN PACK	U.S. Merchants Financial Group, Inc.	86850316	5225880	6/20/2017
GREEN PACK	U.S. Merchants Financial Group, Inc.	76642343	3195488	1/9/2007

<u>Trademark</u>	<u>Owner</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GREENMADE	U.S. Merchants Financial Group, Inc.	88627678	6964850	1/24/2023
GREENMADE	U.S. Merchants Financial Group, Inc.	88594450	5967642	1/21/2020
GREENMADE	U.S. Merchants Financial Group, Inc.	87916479	5637749	12/25/2018
GREENMADE	U.S. Merchants Financial Group, Inc.	86649302	5167072	3/21/2017
GREENMAID	U.S. Merchants Financial Group, Inc.	86649289	5046538	9/20/2016
GREENMAKE	U.S. Merchants Financial Group, Inc.	86649247	5032850	8/30/2016
GREENMATE	U.S. Merchants Financial Group, Inc.	86649262	5032851	8/30/2016
INSTA-CRATE	U.S. Merchants Financial Group, Inc.	86649287	5046537	9/20/2016
INSTA-CRATE	U.S. Merchants Financial Group, Inc.	86656683	5219050	6/6/2017
INSTA LOCK	U.S. Merchants Financial Group, Inc.	87324415	5788251	6/25/2019
INSTAVIEW	U.S. Merchants Financial Group, Inc.	88494320	6148780	9/8/2020
INTELLI-CRATE	U.S. Merchants Financial Group, Inc.	86650795	5046543	9/20/2016
JEFF GREEN STANDARD	U.S. Merchants Financial Group, Inc.	76642037	3102852	6/13/2006

<u>Trademark</u>	<u>Owner</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MARIJUANA LOCK	U.S. Merchants Financial Group, Inc.	87328892	6029539	4/7/2020
MEGATOTE	U.S. Merchants Financial Group, Inc.	87730826	5710957	3/26/2019
PARTY BLAST	U.S. Merchants Financial Group, Inc.	88059924	6136900	8/25/2020
PARTY BLAST	U.S. Merchants Financial Group, Inc.	88059934	6136901	8/25/2020
PARTY BLAST	U.S. Merchants Financial Group, Inc.	88059939	6136902	8/25/2020
PARTY WAND	U.S. Merchants Financial Group, Inc.	88123909	5933449	12/10/2019
PROFESSIONAL BOX	U.S. Merchants Financial Group, Inc.	86854442	5131517	1/31/2017
PROFESSIONAL GRADE	U.S. Merchants Financial Group, Inc.	87218295	5366087	12/26/2017
SIP 'N DIP	U.S. Merchants Financial Group, Inc.	87419211	5623446	12/4/2018
STORAGE LOCK	U.S. Merchants Financial Group, Inc.	87326149	5758137	5/21/2019
THE HEAT MACHINE	U.S. Merchants Financial Group, Inc.	87935499	5783856	6/18/2019
THE HEAT MACHINE	U.S. Merchants Financial Group, Inc.	87619537	5741859	4/30/2019
TOTAL PARTY	U.S. Merchants Financial Group, Inc.	88059809	5795943	7/2/2019

<u>Trademark</u>	<u>Owner</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
TOTAL PARTY	U.S. Merchants Financial Group, Inc.	88059888	5795944	7/2/2019
TOTAL PARTY	U.S. Merchants Financial Group, Inc.	88059898	5795945	7/2/2019
TUFF 'N STRONG	U.S. Merchants Financial Group, Inc.	87329203	5623306	12/4/2018
TUFF 'N STURDY	U.S. Merchants Financial Group, Inc.	87977028	5466425	5/8/2018
TUFF 'N STURDY	U.S. Merchants Financial Group, Inc.	87329176	5607699	11/13/2018
TUFF 'N STURDY	U.S. Merchants Financial Group, Inc.	87975718	5298347	9/26/2017
TUFF 'N STURDY	U.S. Merchants Financial Group, Inc.	87262794	5607640	11/13/2018
US	U.S. Merchants Financial Group, Inc.	87365799	5612647	11/20/2018
US MERCHANTS FACILITIES THROUGHOUT NORTH AMERICA & CANADA	U.S. Merchants Financial Group, Inc.	87365809	5612648	11/20/2018
YOUR ONE STOP PARTY PACKAGE	U.S. Merchants Financial Group, Inc.	88123941	5928077	12/3/2019

**CANADA**

<u>Trademark</u>	<u>Owner</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GREENMADE	U.S. Merchants Financial Group, Inc.	1745549	TMA980990	9/20/2017

<b>Trademark</b>	<b>Owner</b>	<b>Appl. No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
INSTACRATE and Design	U.S. Merchants Financial Group, Inc.	1745548	TMA1005178	9/19/2018
PROFESSIONAL BOX	U.S. Merchants Financial Group, Inc.	1767138	TMA1004885	9/14/2018

Schedule A to Amended and Restated Trademark Security Agreement