

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM801801

<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>
MONTANA SILVERSMITHS, INC.		04/07/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA		
<b>Street Address:</b>	4201 Westown Parkway		
<b>Internal Address:</b>	Suite 318		
<b>City:</b>	West Des Moines		
<b>State/Country:</b>	IOWA		
<b>Postal Code:</b>	50266		
<b>Entity Type:</b>	Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97276816	AMBERLEY COWBOY ANGEL	
<b>Registration Number:</b>	4031755	ATTITUDE BUCKLES	
<b>Registration Number:</b>	4081543		
<b>Registration Number:</b>	4108109	BRAND OF CHAMPIONS	
<b>Serial Number:</b>	97202463	COWBOY AF	
<b>Registration Number:</b>	3489313	COWBOYS OF FAITH	
<b>Serial Number:</b>	97202459	COWGIRL AF	
<b>Registration Number:</b>	5872950	EVERY BUCKLE HAS A STORY	
<b>Registration Number:</b>	5883445	EVERY BUCKLE HAS A STORY	
<b>Serial Number:</b>	97203697	LET'S GO BRANDIN'	
<b>Registration Number:</b>	4166757	MONTANA ARMOR	
<b>Registration Number:</b>	2411683	MONTANA SILVERSMITHS	
<b>Registration Number:</b>	4303549	MONTANA SILVERSMITHS	
<b>Registration Number:</b>	4090743	MONTANA TIME	
<b>Registration Number:</b>	4265102	PURE MONTANA	
<b>Registration Number:</b>	4108112		
<b>Registration Number:</b>	5219781	STERLING LANE	

OP \$440.00 97276816

**CORRESPONDENCE DATA****Fax Number:** 6124927077*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:** 6124927707**Email:** enewby@fredlaw.com**Correspondent Name:** Emma Newby**Address Line 1:** 200 South Sixth Street**Address Line 2:** Suite 4000**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>NAME OF SUBMITTER:</b>	Emma Newby
<b>SIGNATURE:</b>	/Emma Newby/
<b>DATE SIGNED:</b>	04/10/2023

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“IP Security Agreement”), dated as of April 7, 2023, is made by MONTANA SILVERSMITHS, INC., a Delaware corporation (the “Grantor”), in favor of CIBC BANK USA, with an address at 4201 Westown Parkway, Suite 318, West Des Moines, IA 50266 (the “Secured Party”).

WHEREAS, Grantor and the Secured Party are parties to that certain Loan and Security Agreement dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the “Loan Agreement”).

WHEREAS, as a condition precedent to the extension of loans and other accommodations by the Secured Party under the Loan Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “IP Collateral”):

(a) all patents and patent applications of the Grantor, including those set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “Patents”);

(b) all trademark registrations and trademark registration applications of the Grantor, including those set forth in Schedule 2 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 for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office);

(c) all copyright registrations and copyright registration applications of the Grantor and applications exclusively licensed to the Grantor, including those set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “Copyrights”);

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

(e) 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

(f) 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. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP 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 IP Security Agreement by facsimile or in electronic (eg, "pdf") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP 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 IP 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 IP 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 Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

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

MONTANA SILVERSMITHS, INC.

By: 

Name: Jack Gunion

Its: Chairman of the Board

Address for Notices:

#1 Sterling Lane

Columbus, MT 59019

Attention: Lisa Parkin, Chief Financial Officer

Agreed to and accepted:

CIBC BANK USA

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

Name: Nolan Stribe

Its: Managing Director

TRADEMARK

REEL: 008038 FRAME: 0116

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

MONTANA SILVERSMITHS, INC.

By: \_\_\_\_\_  
Name: Jack Gunion  
Its: Chairman of the Board

Address for Notices:  
#1 Sterling Lane  
Columbus, MT 59019  
Attention: Lisa Parkin, Chief Financial Officer

Agreed to and accepted:

CIBC BANK USA

By:  \_\_\_\_\_  
Name: Nolan Stribe  
Its: Managing Director

SCHEDULE 1  
PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

TRADEMARK REGISTRATIONS  
AND APPLICATIONS

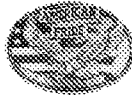

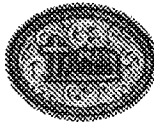


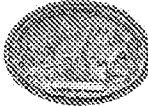

Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name	Class
AMBERLEY COWBOY ANGEL (logo)	Pending	97276816	Feb 21 2022			Montana Silversmiths, Inc.	14
ATTITUDE BUCKLES	Registered	85297520	Apr 18 2011	4031755	Sep 27 2011	Montana Silversmiths, Inc.	26
Blue Box (Design)	Registered	85367035	Jul 8 2011	4081543	Jan 3 2012	Montana Silversmiths, Inc.	14, 26
BRAND OF CHAMPIONS	Registered	85348701	Jun 17 2011	4108109	Mar 6 2012	Montana Silversmiths, Inc.	26
COWBOY AF	Pending	97202463	Jan 4 2022			Montana Silversmiths, Inc.	14, 26
COWBOYS OF FAITH	Registered	77050308	Nov 23 2006	3489313	Aug 19 2008	Montana Silversmiths, Inc.	14
COWGIRL AF	Pending	97202459	Jan 4 2022			Montana Silversmiths, Inc.	14, 26
EVERY BUCKLE HAS A STORY	Registered	88352023	Mar 22 2019	5872950	Oct 1 2019	Montana Silversmiths, Inc.	26
Every Buckle Has a Story (Stylized)	Registered	88352043	Mar 22 2019	5883445	Oct 15 2019	Montana Silversmiths, Inc.	26
LET'S GO BRANDIN'	Pending	97203697	Jan 5 2022			Montana Silversmiths, Inc.	14, 26
MONTANA ARMOR	Registered	85340825	Jun 8 2011	4166757	Jul 3 2012	Montana Silversmiths, Inc.	14, 16, 26
MONTANA SILVERSMITHS	Registered	75434333	Feb 13 1998	2411683	Dec 12 2000	Montana Silversmiths, Inc.	8, 14
MONTANA SILVERSMITHS	Registered	85340642	Jun 8 2011	4303549	Mar 19 2013	Montana Silversmiths, Inc.	8, 14, 16, 25, 26, 34
MONTANA TIME	Registered	85349319	Jun 17 2011	4090743	Jan 24 2012	Montana Silversmiths, Inc.	14




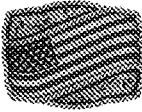


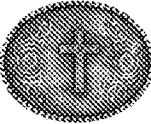
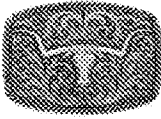





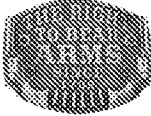
PURE MONTANA	Registered	85/253,934	Feb 28 2011	4265102	Dec 25 2012	Montana Silversmiths, Inc.	14
Shadow Man Logo	Registered	85349153	Jun 17 2011	4108112	Mar 6 2012	Montana Silversmiths, Inc.	14, 25, 26
STERLING LANE	Registered	87055016	May 31 2016	5219781	Jun 6 2017	Montana Silversmiths, Inc.	14

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Owner	Title	MTS Item Number	MTSS Photo	Registration Number	Registration Date
Montana Silversmiths, Inc.	60806P Buckle	60806P		VA0002302911	2022-05-10
Montana Silversmiths, Inc.	A272 BUCKLE	A272		VA0002302730	2022-05-10
Montana Silversmiths, Inc.	A543 Buckle	A543		VA0002302747	2022-05-10
Montana Silversmiths, Inc.	A566 Buckle	A566		VA0002302746	2022-05-10
Montana Silversmiths, Inc.	A785S AB-AntqSilver Whitetail Deer Flag	A785S		VA0002301513	2022-05-09
Montana Silversmiths, Inc.	61333P Buckle	61333P		VA0002302884	2022-05-10
Montana Silversmiths, Inc.	mens jeans	60791P		VA0002302754	2022-05-12

Montana Silversmiths, Inc.	A783C AB-Brass Elk Flag	A783C		VA0002320420	2022-08-25
Montana Silversmiths, Inc.	60796C Buckle	60796C		VA0002302887	2022-05-10
Montana Silversmiths, Inc.	A515C Buckle	A515C		VA0002302735	2022-05-10
Montana Silversmiths, Inc.	A590P Buckle	A590P		VA0002302762	2022-05-10
Montana Silversmiths, Inc.	60811TXC Buckle	60811TXC		VA0002302863	2022-05-10
Montana Silversmiths, Inc.	A789 AB- AntqSilver Eagle Claw & Flag	A789		VA0002320419	2022-08-25
Montana Silversmiths, Inc.	61013 Buckle	61013		VA0002302870	2022-05-10
Montana Silversmiths, Inc.	3010TRI Tri-Color Champion Texas Longhorn Buckle	33010TRI		VA0002319146	2022-08-17

Montana Silversmiths, Inc.	A709P Buckle	A709P		VA0002302758	2022-05-10
Montana Silversmiths, Inc.	A507C Buckle	A507C		VA0002302732	2022-05-10
Montana Silversmiths, Inc.	A864C Buckle	A864C		VA0002302907	2022-05-10
Montana Silversmiths, Inc.	A603C Buckle	A603C		VA0002302745	2022-05-10