

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEAR RIVER HOLDINGS, LLC		06/10/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	GIBRALTAR BUSINESS CAPITAL, LLC		
Street Address:	400 SKOKIE BLVD. STE 375		
City:	NORTHBROOK		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	85156849	IGNITE	
Serial Number:	85293956	PUDDLE JUMP	
Serial Number:	85422972	BLACK OPS	
Serial Number:	85548944	BLACK OPS	
Serial Number:	85651221		
Serial Number:	85735591	BLACK OPS	
Serial Number:	85980976	BLACK OPS	
Serial Number:	85977471	BLACK OPS	
Serial Number:	85842038	BLACK OPS INTERACTION FIGURES	
Serial Number:	86184392	BLACK OPS	
Serial Number:	86210295	BLACK OPS	
Serial Number:	86210779	THE BLACK OPS POWER PISTON	
Serial Number:	85850986	PRIMEGUARD	
CORRESPONDENCE DATA			
Fax Number:	3127826690		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3127829000		
Email:	NKONDZIOLKA@RSPLAW.COM		
TRADEMARK			

OP \$340.00 85156849

Correspondent Name: ANDREW M. SACHS, ESQ.
Address Line 1: 180 N. LA SALLE ST. STE 3300
Address Line 4: CHICAGO, ILLINOIS 60601

NAME OF SUBMITTER: ANDREW M. SACHS

SIGNATURE: /ANDREW M. SACHS, ESQ./

DATE SIGNED: 06/30/2015

Total Attachments: 11

source=GIBRALTAR BEAR RIVER IPSA#page1.tif
source=GIBRALTAR BEAR RIVER IPSA#page2.tif
source=GIBRALTAR BEAR RIVER IPSA#page3.tif
source=GIBRALTAR BEAR RIVER IPSA#page4.tif
source=GIBRALTAR BEAR RIVER IPSA#page5.tif
source=GIBRALTAR BEAR RIVER IPSA#page6.tif
source=GIBRALTAR BEAR RIVER IPSA#page7.tif
source=GIBRALTAR BEAR RIVER IPSA#page8.tif
source=GIBRALTAR BEAR RIVER IPSA#page9.tif
source=GIBRALTAR BEAR RIVER IPSA#page10.tif
source=GIBRALTAR BEAR RIVER IPSA#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of June 10, 2015, is executed by and between BEAR RIVER HOLDINGS, LLC, a Texas limited liability company, having a business location at the address set forth below under its signature ("Debtor") and GIBRALTAR BUSINESS CAPITAL, LLC, a Delaware limited liability company, having a business location at the address set forth below under its signature ("Secured Party").

RECITALS:

The Debtor and the Secured Party are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to continuing to extend credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"**Copyrights**": means the copyright registrations, applications and exclusive copyright licenses set forth in Exhibit A.

"**Patents**" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

"**Security Interest**" has the meaning given in Section 2.

"**Trademarks**" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C.

2. **Security Interest.** The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "**Security Interest**"), with power of sale to the extent permitted by law, in the Patents, Trademarks and Copyrights to secure payment of the

Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. **Representations, Warranties and Agreements.** Debtor represents, warrants and agrees as follows:

(a) **Authority.** This Agreement has been duly and validly authorized by all necessary action on the part of the Debtor.

(b) **Copyrights.** **Exhibit A** accurately lists all registered Copyrights owned or controlled by the Debtor as of the date hereof and accurately reflects in all material respects the existence and status of Copyrights and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Debtor owns or controls any registered Copyrights not listed on **Exhibit A** or if **Exhibit A** ceases to accurately reflect, in all material respects, the existence and status of applications and registrations pertaining to the Copyrights, then the Debtor shall promptly provide written notice to the Secured Party with a replacement **Exhibit A**, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Patents.** **Exhibit B** accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have it assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit B**, or if **Exhibit B** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within thirty (30) days provide written notice to the Secured Party with a replacement **Exhibit B**, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Trademarks.** **Exhibit C** accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Debtor owns or controls any Trademarks not listed on **Exhibit C** or if **Exhibit C** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement **Exhibit C**, which upon acceptance by the Secured Party shall become part of this Agreement.

(e) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents, material Trademarks or Copyrights. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(f) **Title.** Debtor has absolute title to each Patent, Trademark and Copyright listed on Exhibits A, B and C, free and clear of all liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Patents, Trademarks or Copyrights hereafter arising, absolute title to each such Patent, Trademark or Copyright free and clear of all liens except Permitted Liens, and (ii) will keep all Patents, Trademarks and Copyrights free and clear of all liens except Permitted Liens.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents, Trademarks and Copyrights against all claims or demands of all Persons.

(h) **Maintenance.** Debtor will at its own expense maintain the Patents, Trademarks and Copyrights to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent, Trademark or Copyright, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least thirty (30) days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents, Trademarks or Copyrights, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or, if Debtor notifies the Secured Party that it intends to abandon a Patent, Trademark or Copyright, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** The Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the default rate of interest set forth in the Loan Agreement.

(k) **Power of Attorney.** To the extent required to facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6 for the

purpose of perfecting its Security Interest, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default (as defined in the Loan Agreement), to enforce or use the Patents, Trademarks or Copyrights or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Copyrights to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents, Trademarks or Copyrights to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents, Trademarks and Copyrights. The Debtor shall be permitted to control and manage the Patents, Trademarks and Copyrights, including the right to exclude others from making, using or selling items covered by the Patents, Trademarks and Copyrights and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs.

5. Events of Default. The occurrence of an Event of Default, as defined in the Loan Agreement, shall constitute an Event of Default under this Agreement.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents, Trademarks and Copyrights.

(c) The Secured Party may enforce the Patents, Trademarks and Copyrights and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. This Agreement shall terminate upon termination of the Loan Agreement. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall

neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents, Trademarks and Copyrights at all or in any particular manner or order, or to apply any cash proceeds of Patents, Trademarks and Copyrights in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Illinois without regard to conflicts of law provisions, except that any exercise by Lender of its remedies under this Agreement pertaining to the Patents, Trademarks and Copyrights shall be conducted in accordance with the law of the applicable jurisdiction where Debtor's principal place of business is located. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

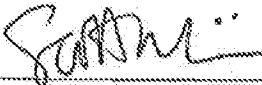
THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

GIBRALTAR BUSINESS CAPITAL,
LLC, a Delaware limited liability company

BEAR RIVER HOLDINGS, LLC, a Texas
limited liability company

By: 
Name: Scott Winicour
Title: Chief Operating Officer

By: _____
Name: _____
Title: _____

400 Skokie Boulevard, Suite 375
Northbrook, Illinois 60062

2100 McKinney Avenue, Suite 1501
Dallas, Texas 75021

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

GIBRALTAR BUSINESS CAPITAL,
LLC, a Delaware limited liability company

BEAR RIVER HOLDINGS, LLC, a Texas
limited liability company

By: _____
Name: Scott Winicour
Title: Chief Operating Officer

By:  _____
Name: Aaron Womack
Title: CFO

400 Skokie Boulevard, Suite 375
Northbrook, Illinois 60062

2100 McKinney Avenue, Suite 1501
Dallas, Texas 75021

EXHIBIT A
COPYRIGHTS

EXHIBIT B

PATENTS

Patents

REF. NO.	TITLE	FILING DATE	APP. NO.	STATUS	ISSUE DATE	PAT. NO.
43372-001-D	SPORTS BOTTLE	December 13, 2012	201391608	Issued	November 18, 2014	8717601

EXHIBIT C
TRADEMARKS

REF. NO.	MARK	APP. NO.	FILING DATE	OFFICIAL RECORD	STATUS	REG. NO.	REG. DATE
4410-3-001	IGNITE	85/156,849	October 26, 2010	link	Registered	4,226,270	October 16, 2012
4410-3-002	BUDGET JUMP	85/293,936	April 13, 2011	link	Registered	4,234,746	October 30, 2012
4410-3-003	BLACK OPS	85/422,972	September 14, 2011	link	Application allowed, need to file statement of use.		
4410-3-004	BLACK OPS	85/548,943	February 21, 2012	link	Application allowed, need to file statement of use.		
4410-3-005	Cross Symbol (design)	85/651,227	June 13, 2012	link	Application allowed, need to file statement of use.		
4410-3-006	BLACK OPS	85/735,891	September 21, 2012	link	Application allowed, need to file statement of use.		
4410-3-006-1	BLACK OPS	85/980376	September 21, 2012	link	Registered	4,857,357	June 23, 2013
4410-3-007	BLACK OPS	85/977,471	September 14, 2011	link	Application allowed, need to file.		

					statement of use.		
4410-3-008-EU	BLACK OPS	001428448	December 14, 2012		Registered	001428448	June 28, 2013
4410-3-009	BLACK OPS INTERACTION FIGURES	85/842,158	February 6, 2013	link	Application allowed; need to file statement of use.		
4410-3-018	BLACK OPS	86/184,392	February 4, 2014	link	Application allowed; need to file statement of use.		
4410-3-019	BLACK OPS	86/210,295	March 4, 2014	link	Response to Office Action due June 8, 2015.		
4410-3-020	THE BLACK OPS POWER PISTON	86/210,279	March 4, 2014	link	Application published for opposition.		
4424-3-001	PRIMEGUARD	85/850,986	February 19, 2013	link	Registered	4,653,489	December 9, 2014