

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376782

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900356108		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Made Modern, LLC		11/09/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Solomon Werdiger 2014 Irrevocable Trust		
Street Address:	1412 Broadway 18th Floor		
Internal Address:	c/o Outerstuff, Ltd.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Trust: NEW JERSEY		
Composed Of:	<ul style="list-style-type: none"> • Stephen Werdiger, UNITED STATES, INDIVIDUAL • Jonah Blumenfrucht, UNITED STATES, INDIVIDUAL 		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4238128	KID MADE MODERN	
Serial Number:	86719244	KID MADE MODERN	
CORRESPONDENCE DATA			
Fax Number:	3472265470		
<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:	212-888-8200		
Email:	lmiller@fedkas.com		
Correspondent Name:	Larry Miller		
Address Line 1:	845 Third Ave., 11th floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	WERDIGER TRUST SECINT GK		
NAME OF SUBMITTER:	Larry Miller		
SIGNATURE:	/Larry Miller/		
DATE SIGNED:	03/15/2016		

Total Attachments: 13

source=redactedpromissorynotewerdigertrust#page1.tif
source=redactedpromissorynotewerdigertrust#page2.tif
source=redactedpromissorynotewerdigertrust#page3.tif
source=redactedpromissorynotewerdigertrust#page4.tif
source=redactedpromissorynotewerdigertrust#page5.tif
source=redactedpromissorynotewerdigertrust#page6.tif
source=redactedpromissorynotewerdigertrust#page7.tif
source=redactedpromissorynotewerdigertrust#page8.tif
source=redactedpromissorynotewerdigertrust#page9.tif
source=redactedpromissorynotewerdigertrust#page10.tif
source=redactedpromissorynotewerdigertrust#page11.tif
source=redactedpromissorynotewerdigertrust#page12.tif
source=redactedpromissorynotewerdigertrust#page13.tif

MADE MODERN, LLC

SENIOR SECURED PROMISSORY NOTE

Up to [REDACTED]

November 9, 2015

FOR VALUE RECEIVED, Made Modern, LLC, a Texas limited liability company (the "Company"), hereby unconditionally promises to pay to Solomon Werdiger 2014 Irrevocable Trust or its assigns or successors-in-interest, with an address at c/o Outerstuff, Ltd., 1412 Broadway, 18th Floor, New York, NY 10018 (the "Holder"), the principal sum of up to [REDACTED] (or, if less, such lesser amount as shall equal the aggregate unpaid principal amount of loans set forth in Schedule 1 hereto), plus all accrued interest thereon and all other amounts arising under this Note (this "Note"), including, without limitation, any and all amounts arising pursuant to Section 18 hereof, when and as such payments are due in accordance with the terms hereof. Notwithstanding any provision herein to the contrary, in no event shall the sum of the aggregate principal amount of this Note exceed \$750,000. Except as set forth below, all payments of principal and interest due hereunder shall be paid in lawful money of the United States of America in immediately available funds to the Holder at the address set forth in Section 8 hereof or at such other place as is designated in writing by the Holder.

1. Payments. The Company promises to pay simple interest on the outstanding principal amount hereof from the date hereof until payment in full, which interest shall be payable at the rate of nine percent (9.0%) per annum. After the Maturity Date until paid in full or upon the occurrence of an Event of Default until cured, interest under this Note shall be payable on demand and shall accrue at a rate per annum equal to fifteen percent (15%). Interest shall be calculated on the basis of a 360-day year for actual days elapsed. In no event shall the interest rate applicable at any time to this Note exceed the maximum rate permitted by law. Accrued and unpaid interest on this Note shall be due quarterly on each of March 31, June 30, September 30 and December 31 until the outstanding Principal Amount is paid in full (each such date a "Payment Date"), beginning on December 31, 2015 and continuing until the Maturity Date. Payment of principal and interest on this Note shall be made by wire transfer of immediately available funds to an account designated by the Holder or by check sent to the Holder at an address the Holder may designate for such purpose from time to time by written notice to the Company. The obligations to make the payments provided for in this Note are absolute and unconditional and not subject to any defense, setoff, counterclaim, rescission, recoupment or adjustment whatsoever.

2. Maturity. Except as otherwise provided in this Note, the outstanding principal amount of this Note and all accrued and unpaid interest thereon shall be due and payable on November 9, 2017 (the "Maturity Date").

3. Prepayments; Advances.

(a) The Company may prepay all or any portion of this Note prior to the Maturity Date at any time, or from time to time, in its sole discretion.

TRADEMARK

REEL: 005749 FRAME: 0237

(b) The Holder may lend, in its sole and absolute discretion in each instance, such amounts (each an "Advance," and collectively the "Advances,") as may be requested by the Company hereunder, provided, however, in no event shall any Advances cause the sum of the aggregate principal amount of this Note to exceed [REDACTED]. If at any time the aggregate amount of all Advances exceeds [REDACTED], the Company shall immediately pay such excess amount to the Holder. Any request for an Advance shall be in a minimum principal amount of [REDACTED]. Each such request for an Advance shall be made by the Chief Executive Officer of the Company, who is hereby designated and authorized by the Company to request an Advance. The Company shall give the Holder at least two (2) Business Days' (defined in Section 3(d) below) notice prior to the date of each request for an Advance. The principal amount of all Advances shall be paid on the earlier to occur of the Maturity Date, or the date upon which the entire unpaid balance of this Note shall otherwise become due and payable. The Holder is authorized to endorse on Schedule 1 hereto, or on a continuation thereof which shall be attached hereto and made a part hereof, any amounts required to reflect the funding of any Advance contemplated by this Section 3(b). The failure to make any such endorsement or any error in any such endorsement shall not affect the obligations of the Company in respect of this Note.

(c) Each of the Company and the Holder (by its acceptance of this Note) hereby acknowledge and agree that concurrently with the first Advance made by the Holder to the Company hereunder, the Company shall pay [REDACTED] to Brian Richards to satisfy certain indebtedness currently owed by the Company to Brian Richards.

(d) For purposes of this Agreement, "Business Day," means any day except Saturday and Sunday or a day on which lending institutions in New York, New York are authorized or required by law or other government action to close.

4. Events of Default.

(a) The occurrence of any of the following events shall constitute an event of default (an "Event of Default,") under this Note:

(i) the nonpayment, in whole or in part, of any principal or interest or other amount owing (including, without limitation, any and all amounts arising pursuant to Section 18 hereof) when and as due hereunder, and such nonpayment remains uncured for two (2) Business Days;

(ii) the Company shall (A) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator (or other similar official) of any of its property, (B) admit in writing its inability to pay its debts as they mature, (C) make a general assignment for the benefit of creditors, (D) be adjudicated a bankrupt or insolvent or be the subject of an order for relief under the United States Bankruptcy Code (or any similar state or foreign statute), or (E) file a voluntary petition in bankruptcy, or a petition or an answer seeking an arrangement with creditors to take advantage of any bankruptcy, insolvency, readjustment of debt or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law;

(iii) an order, judgment or decree shall be entered, without the application, approval or consent of the Company, by any court of competent jurisdiction, approving a petition appointing a receiver, trustee, custodian or liquidator of all or a substantial part of the assets of the Company, and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days;

(iv) failure by the Company for five (5) Business Days after written notice thereof has been received by the Company to comply with any other provision of this Note;

(v) the Company or any subsidiary shall default in any of its obligations under any other note, debenture, mortgage, credit agreement, indenture, factoring agreement or other instrument under which there may be issued, or by which there may be secured or evidenced, any indebtedness for borrowed money or money due under any long term leasing or factoring arrangement of the Company or any subsidiary in an amount exceeding \$25,000, whether such indebtedness now exists or shall hereafter be created;

(vi) the Company or any subsidiary shall commit any breach or default of any provision of this Note which is not cured within the time prescribed herein;

(vii) a judgment or judgments for the payment of money in excess of \$25,000 in the aggregate shall be rendered by any court against the Company or any of its subsidiaries and the same shall not be discharged, or a stay of execution thereof shall not be procured, within thirty (30) days from the date of entry thereof and the Company or any such subsidiary shall not, within said thirty (30) day period, or such longer period during which execution of the same shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal; or

(viii) the occurrence or existence of any events, facts or circumstances that have had or which could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. A “Material Adverse Effect” means a material adverse effect on the Company’s ability to perform under this Note or on the business, assets (including, without limitation, intangible assets), liabilities, condition (financial or otherwise), property, or results of operations of the Company and its subsidiaries, taken as a whole.

(b) Upon the occurrence of any Event of Default hereunder, the Holder, in its sole discretion, may (i) declare all or any portion of the amounts owing under this Note, whether principal or interest or otherwise (including, without limitation, any and all amounts arising pursuant to Section 18 hereof), to be immediately due and payable, all without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Company and (ii) exercise any rights and/or remedies provided to the Holder under equity and/or law, including, without limitation, all rights and/or remedies provided to the Holder under Title 11 of the United States Code; provided, however, that upon the occurrence of any Event of Default specified in Sections 4(a)(ii) or 4(a)(iii) above, all amounts owing under this Note, whether principal or interest or otherwise (including, without limitation, any and all amounts arising

pursuant to Section 18 hereof), shall be immediately due and payable in full in cash without declaration, notice or demand by Holder.

5. Transfer. Without the prior written consent of the Holder, the Company shall not assign or transfer any of its rights or obligations under this Note, and the Holder shall not be affected or bound by any such transfer or assignment. The Holder may assign all, or any portion of, its rights under this Note; provided, that any assignment to a Person that is not an affiliate of the Holder with the financial ability to fund any Advances shall require the Company's written consent.

6. Full Recourse. The Holder shall be entitled to full recourse against the Company for the performance and satisfaction of all obligations of the Company hereunder.

7. Compliance with Usury Law. It is the intent of the Company and the Holder (by its acceptance of this Note) to comply with the usury law of the State of New York (the "Applicable Usury Law"). Accordingly, it is agreed that all agreements herein made are expressly limited so that in no event whatsoever, whether by reason of advancement of proceeds hereof, acceleration of maturity of the unpaid balance hereof or otherwise shall the amount paid or agreed to be paid to the Holder, for amounts advanced or to be advanced hereunder, exceed an amount equal to the maximum rate of interest permitted by applicable law and notwithstanding any provisions to the contrary in this Note, or in any of the documents securing payment hereof or otherwise relating hereto, in no event shall this Note or such documents require the payment or permit the collection of interest in excess of the maximum rate allowed under the Applicable Usury Law (the "Maximum Interest Rate") and the effective rate of interest, if in excess of the Maximum Interest Rate, shall be automatically reduced to the Maximum Interest Rate. The Company further agrees that should the Maximum Interest Rate be increased at any time hereafter because of a change in the Applicable Usury Law, then to the extent not prohibited by the Applicable Usury Law, such increases shall apply to all indebtedness evidenced hereby regardless of when incurred; but, to the extent not prohibited by the Applicable Usury Law, should the Maximum Interest Rate be decreased because of a change in the Applicable Usury Law, such decreases shall not apply to the indebtedness evidenced hereby regardless of when incurred.

8. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by electronic mail during normal business hours (provided that a copy of such emailed notice is sent to the intended recipient by one of the other permitted means of notice hereunder), certified mail, return receipt requested, first-class postage prepaid to the below listed parties at the following address (or to such other address as any party shall have last designated by written notice to the other parties hereto):

if to Holder:

Sol Werdiger
2202 Avenue J
Brooklyn, NY 11210
E-mail: swerdiger@outerstuff.com

With a copy simultaneously (but which shall not constitute notice) to:

Feder Kaszovitz LLP
845 Third Avenue
New York, NY 10022
Attention: Gabriel Kaszovitz, Esq.
E-mail: gabe@fedkas.com

All such notices and communications shall be deemed to have been received on the date of receipt thereof.

9. Waiver of Presentment Etc. The Company hereby expressly waives demand and presentment, demand for payment, notice of non-payment, notice of dishonor and, protest, notice of protest and all other notices or demands in connection with the delivery, acceptance, performance or default of this Note, and diligence in taking any action to collect any amount called for hereunder, and shall be directly and primarily liable for the payment of all sums owing and to be owing hereon, regardless of and without any notice, diligence, act or omission with respect to the collection of any amount called for hereunder. The Company hereby assents to any extension or postponement of time of payment or other indulgence granted or permitted by the Holder.

10. No Waiver. No failure on the part of any party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof (unless waived in writing); nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

11. Amendments. This Note may not be amended except by an instrument in writing signed by each of the Company and the Holder.

12. Holidays. If the date set for payment of principal or interest is a Saturday, Sunday or legal holiday, then such payment shall be made on the next succeeding Business Day with interests accruing until such payment is made.

13. Governing Law. This Note shall be deemed to be a contract entered into pursuant to the laws of the State of New York and shall in all respects be governed, construed, applied and enforced in accordance with the internal laws of the State of New York without regard to conflicts of laws principles.

14. Submission to Jurisdiction; Consent to Service of Process; Attorney's Fees. With respect to any claim arising out of, or relating to, this Note or any other document or agreement entered into in connection herewith, (a) each of the Company and the Holder (by its acceptance of this Note) irrevocably submits to the exclusive jurisdiction of the state and federal courts located in the Borough of Manhattan in the State of New York and (b) each of the Company and the Holder (by its acceptance of this Note) irrevocably waives any objection which it may have at any time to the laying of venue of any suit, action or proceeding arising out of, or relating to, this Note or any other document or agreement entered into in connection herewith brought in any such court, irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum and further irrevocably waives the right to object, with respect to such suit, action or proceeding brought in any such court, that such court does not have jurisdiction over such party. Each of the Company and the Holder (by its acceptance of this Note) agrees that service of process upon it in any suit, action or proceeding brought by the Holder in any jurisdiction shall be deemed in every respect effective service of process upon it if given in the manner set forth in Section 8.

15. Waiver of Jury Trial. **EACH OF THE COMPANY AND THE HOLDER (BY ITS ACCEPTANCE OF THIS NOTE) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THIS NOTE OR THE RELATIONSHIP ESTABLISHED BETWEEN THE COMPANY AND HOLDER IN CONNECTION WITH THIS NOTE OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION HEREWITH.**

16. Headings. The section headings hereof are for convenience of reference only, and shall not be deemed to construe or affect the meaning of any of the provisions hereof.

17. Severability. Whenever possible, each provision of this Note will be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof is held to be prohibited by or invalid under applicable law, the Company agrees that such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Note.

18. Costs of Collection. The Company agrees to pay all costs and expenses of collection, including, without limitation, reasonable attorneys' fees, incurred or paid by Holder in enforcing its rights under this Note and the agreements and documents entered into in connection therewith or the obligations evidenced hereby or thereby, to the greatest extent not prohibited by law.

19. Senior Obligation; Secured Obligations. All payments due under this Note, and all security interests granted pursuant to this Note, shall be senior in all respects (including, without limitation, senior in right of payment and senior in right to collection from and/or realization of the Collateral, as the case may be) to all other indebtedness of the Company and security interests granted by the Company. The Company shall cause all other creditors of the Company to subordinate in writing their respective rights as creditors to the rights of the Holder hereunder, including, without limitation, rights of payment and rights to the Collateral. As security for this

Note, the Company hereby unconditionally assigns, pledges and grants to the Holder, and hereby creates, a continuing lien and security interest of first priority in favor of the Holder in and to all of the Company's right, title and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired, (collectively, the "Collateral"): (i) all cash, cash proceeds, fixtures of every kind and nature, all accounts, goods (including, without limitation, inventory and equipment), documents (including, without limitation, if applicable, electronic documents), instruments, promissory notes, letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, general intangibles (including, without limitation, all payment intangibles), money, deposit accounts, and any other contract rights or rights to the payment of money; (ii) all proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Company from time to time with respect to any of the foregoing; and (iii) any intellectual property rights or other revenue producing contracts of the Company, including rights to any patent applications. All security interests described in this Section 19 shall be null and void upon the full payment of this Note.

20. Representations and Warranties. The Company hereby represents and warrants to the Holder that:

(a) Except for the security interests granted hereby, the Company is, and as to any Collateral acquired by the Company after the date hereof will be, the owner and holder of all the Collateral free and clear of any security interest, lien, charge, encumbrance or other adverse claim (other than Permitted Liens). Attached hereto as Schedule 20(a) is a true and correct list of all locations where property constituting part of the Collateral is located. "Permitted Liens" shall mean (a) liens existing on the date hereof which are set forth on Schedule 20(a) hereto, (b) liens for taxes, fees, assessments or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings by the Company; (c) mechanics', carriers', workers', repairers' and similar statutory liens arising or incurred in the ordinary course of the Company's business with respect to obligations which are not overdue; and (d) purchase money liens and liens in connection with capital leases on equipment.

(b) No security agreement, financing statement or equivalent security or lien instrument or continuation statement covering all or any part of the Collateral, is on file or of record in any public office, except such as may have been filed pursuant to this Note or in connection with any Permitted Lien.

(c) Neither the execution, delivery or performance of this Note, nor the consummation of the transactions contemplated hereby, nor compliance by the Company with any of the provisions hereof, (i) conflicts with or results in any breach of any provisions of the certificate of formation, limited liability company agreement, or other comparable governing documents of the Company, (ii) results in a violation or breach of,

or constitutes (with or without due notice or lapse of time or both) a default (or gives rise to any right of termination, cancellation, vesting, payment, exercise, acceleration, suspension, revocation or modification) under, any of the terms, conditions or provisions of any note, credit agreement, bond, mortgage, deed of trust, security interest, indenture, contract, agreement, plan or other obligation to which the Company is a party or by which any of its properties or assets may be bound or affected, (iii) violates any order, writ, injunction, decree or law applicable to the Company or any of its properties or assets, (iv) results in the creation or imposition of any encumbrance on any asset of any Company (other than the security interest granted hereby) or (v) causes the suspension, revocation or modification of any permit, license, governmental authorization, consent or approval necessary for the Company to conduct its business as currently conducted and as conducted over the past twelve (12) months, except, in the case of clauses (ii), (iii), (iv) and (v), for such violations, breaches, defaults or rights of termination, cancellation, acceleration, creation, imposition, suspension, revocation or modification as to which requisite waivers or consents have been obtained by the Company, on or prior to the date of this Note and copies of which have been delivered to the Holder. No consent, approval, authorization or other order of any person or entity, and no consent, authorization, approval, or other action by and no notice to or filing with, any governmental authority is required (A) for the execution, delivery and performance of this Note, (B) for the pledge by the Company of the Collateral, or (C) for the exercise by the Holder of rights provided for in this Note or the remedies in respect of such Collateral pursuant to this Note.

(d) The collateral assignment of the Collateral pursuant to this Note is effective to create, and does create, a valid and continuing lien on and, upon the filing of any required UCC-1 financing statements, a perfected security interest of first priority in such Collateral and the proceeds thereof, securing the payment of this Note, junior or *pari passu* to no other lien.

(e) The Company has full power and authority to execute and deliver this Note and such other documents furnished or to be furnished by the Company hereunder. This Note has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws affecting the rights of creditors generally or by the application of general equity principles.

(f) Schedule 20(f) sets forth the designations and numbers of all authorized and outstanding capital stock, equity securities, membership interests or other securities of the Company, together with the name of the holder of record of such capital stock, equity interests, membership interests or other securities. All of the outstanding capital stock, equity securities, membership interests or other securities of the Company were duly authorized and validly issued and are fully paid and non-assessable. Except for the securities set forth on Schedule 20(f), the Companies has no capital stock, equity securities, membership interests or other securities outstanding. Except as set forth on Schedule 20(f), there are no subscriptions, options, warrants, preemptive rights, or other rights of any kind to purchase or otherwise receive (upon conversion, exchange or otherwise) any capital

stock, equity securities, membership interests or other securities of the Company. The Company is not a party to any voting trust, proxy or other agreement, commitment or understanding with respect to the voting, dividend rights or disposition of any of its capital stock, equity securities, membership interests or other securities of the Company. Except as set forth on Schedule 20(f), the Company does not own, and has no agreement, commitment or understanding to acquire, any capital stock or other securities or any direct or indirect equity or ownership interest in any other entity.

(g) Except as set forth on Schedule 20(g), all of the Company's assets are free of any and all mortgages, pledges, security interests, encumbrances, conditions, equitable interests, options, warrants, attachments, rights of first refusal, preemptive, conversion, put, call or other claims or rights, restrictions on use, voting, transfer or exercise of any other attribute of ownership or liens or charges of any kind or nature whatsoever. Schedule 20(g) sets forth all of the outstanding indebtedness for borrowed money of the Company, whether secured or unsecured. Schedule 20(g) sets forth descriptions of all equipment (including, without limitation, all fixtures) owned by the Company.

21. The Company covenants and agrees with the Holder that until the Termination Date (as defined below):

(a) The Company will not dispose of any of the Collateral whether by sale, lease or otherwise other than the sale of inventory in the ordinary course of the Company's business. Except as provided hereunder, the Company will not create, permit or suffer to exist any lien on, or security interest in, the Collateral other than Permitted Liens. Except as expressly provided above, the Company will defend all of the Collateral (whether now owned or hereafter acquired) against all claims and demands of all persons and entities at any time claiming the same or any interest therein and will take all steps to maintain the security interest of the Holder as a valid and fully perfected lien on the Collateral.

(b) Other than in the ordinary course of the Company's business consistent with past practices, the Company will not (i) grant any extension of time of payment of Collateral which includes a monetary obligation owed to the Company, (ii) compromise or settle any Collateral which includes a monetary obligation owed to the Company for less than the full amount thereof, (iii) release in whole or in part any person liable for the payment of Collateral which includes a monetary obligation owed to the Company, or (iv) grant any credits, discounts, allowances, deductions, return authorizations or the like with respect to Collateral which includes a monetary obligation owed to the Company.

(c) The Company will, at its expense, promptly and duly execute, acknowledge and deliver all such instruments and documents and take all such action as the Holder from time to time may request in order to ensure to the Holder the benefits of the liens on, and security interests in the Collateral intended to be created by this Note, including, without limitation, the filing of any necessary UCC financing statements, which may be filed by the Holder with or without the signature of the Company, and will cooperate with the Holder, at the Company's expense, in obtaining all necessary approvals and making all

necessary filings under federal or state law in connection with such liens or any sale or transfer of the Collateral.

(d) The Company will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Collateral and all other dealings therewith. The Company will mark its books and records pertaining to such Collateral to evidence this Note and the security interest in such Collateral granted hereby.

(e) The Company will furnish to the Holder from time to time (i) statements and schedules further identifying and describing the Collateral and payments received or accounts owing with respect to the Collateral, and (ii) such other reports in connection with the Collateral as the Holder may reasonably request.

(f) Without limiting any other provision in this Note, the Company shall not repay any obligation for borrowed money (other than the indebtedness referred to in Section 3(c) above) and shall not make any distributions of cash or other property to its members.

22. The Holder's Appointment as Attorney-in-Fact.

(a) Effective only upon the occurrence of an Event of Default, the Company hereby irrevocably constitutes and appoints the Holder and any agent thereof, 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 the Company and in the name of the Company or in its own name, from time to time in the Holder's discretion, for the purpose of carrying out the terms of this Note, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Note and, without limiting the generality of the foregoing, hereby gives the Holder the power and right, on behalf of the Company, without notice to or assent by the Company 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 Note and to pay all or any part of the premiums therefor and the costs thereof.

(b) The power of attorney granted pursuant to this Section 22 is a power coupled with an interest and shall be irrevocable until the Company's obligations under this Note are indefeasibly paid in full.

(c) The powers conferred on the Holder hereunder are solely to protect the Holder's interest in the Collateral and shall not impose any duty upon him to exercise any such powers. The Holder shall be accountable only for amounts that he actually receives as a result of the exercise of such powers, and neither it nor any of its affiliates, partners, employees or agents shall be responsible to the Company for any act or failure to act, except for their own gross negligence or willful misconduct.

(d) The Company also authorizes the Holder, at any time and from time to time upon the occurrence of any Event of Default, to execute any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(e) Notwithstanding anything contained in this Section 22 to the contrary, the Holder may exercise such power of attorney to sign the name of the Company on any of the documents described in this Section 22 if an Event of Default occurs and has not been remedied within the remedy period, if any.

23. Performance by the Holder of the Company's Obligations. If the Company fails to perform or comply with any of its agreements contained herein and the Holder, as provided for by the terms of this Note, shall perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of the Holder incurred in connection with such performance or compliance, together with interest thereon at the rate then in effect in respect of this Note shall be payable by the Company to the Holder on demand and shall constitute obligations of the Company secured hereby.

24. Remedies; Rights Upon Default.

(a) If any Event of Default shall occur and be continuing, the Holder may exercise in addition to all other rights and remedies granted to it in this Note, all rights and remedies of a secured party under the UCC and under common law. The Company shall remain liable for any deficiency remaining unpaid after the application of proceeds realized upon the sale of the Collateral in foreclosure.

(b) The Company also agrees to pay all reasonable costs and expenses of the Holder under this Note and incurred in connection with the administration and enforcement of any of its rights and remedies hereunder, including, without limitation, the attorneys' and other parties' reasonable fees arising from such administration and enforcement, and all reasonable expenses, costs, charges and other fees incurred by such counsel and others in any way or respect arising in connection with or relating to an Event of Default shall be payable, on demand, by the Company to the Holder and shall be additional obligations secured under this Note.

(c) The Company hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Note or the Collateral.

25. Application of Proceeds. Upon the occurrence of an Event of Default, the Holder shall apply all the proceeds of any sale, disposition or other realization upon all or any part of the Collateral to the Company's obligations under this Note as the Holder may determine.

26. Termination. Immediately following payment or satisfaction in full of all obligations of the Company under this Note (the date of such payment or satisfaction hereinafter referred to as the "Termination Date"), except as otherwise provided herein, all of the Company's obligations hereunder shall at such time terminate.

27. Reinstatement. This Note, including, without limitation Section 19 hereof, shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Company's obligations hereunder, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of such obligations, whether as a "voidable preference" or "fraudulent conveyance" under the U.S. bankruptcy code, or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the obligations of the Company under this Note shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

28. Lender Liability. Neither the Holder, nor any of its affiliates, agents, employees or counsel shall be liable to any person or entity, including without limitation, the Company, for any action lawfully taken or omitted to be taken by any of them hereunder or in connection herewith, except for its or their own gross negligence or willful misconduct.

IN WITNESS WHEREOF, the Company has executed this Note as of the date first above written.

MADE MODERN, LLC

By:  _____
Name: Brian Richards
Title: Managing Member