

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM464397

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the IDENTITIES OF THE CONVEYING AND RECEIVING PARTIES ON THE COVER SHEET previously recorded on Reel 006280 Frame 0420. Assignor(s) hereby confirms the GRANT OF A SECURITY INTEREST AND CONDITIONAL ASSIGNMENT BY GRANTOR TO SECURED PARTY/PARTIES..

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Triple Eight Distribution, Inc.		12/13/2017	Corporation: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Killer Pads Distribution, LLC
<b>Street Address:</b>	1240 Activity Drive
<b>Internal Address:</b>	Suite A
<b>City:</b>	Vista
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92081
<b>Entity Type:</b>	Corporation: CALIFORNIA Limited Liability Company: CALIFORNIA
<b>Name:</b>	Vinton Pacetti
<b>Street Address:</b>	1240 Activity Drive
<b>Internal Address:</b>	Suite A
<b>City:</b>	Vista
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92081
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3741057	187 KILLER PADS

**CORRESPONDENCE DATA**

**Fax Number:** 7602945161  
*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:** 760.294.5160  
**Email:** diane@mmip.com  
**Correspondent Name:** Mastermind IP Law P.C.  
**Address Line 1:** 2351 Nabal Street

OP \$40.00 3741057

**Address Line 4:** Escondido, CALIFORNIA 92025

**NAME OF SUBMITTER:** Diane L. Gardner

**SIGNATURE:** /Diane L. Gardner/

**DATE SIGNED:** 03/06/2018

**Total Attachments: 10**

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463610

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Killer Pads Distribution, LLC		12/13/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Triple Eight Distribution, Inc.		
<b>Street Address:</b>	20 W. Vanderverter		
<b>Internal Address:</b>	Suite 101		
<b>City:</b>	Port Washington		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11050		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3741057	187 KILLER PADS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7602945161		
<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>			
<b>Phone:</b>	7602945160		
<b>Email:</b>	diane@mmip.com		
<b>Correspondent Name:</b>	Mastermind IP Law P.C.		
<b>Address Line 1:</b>	2351 Nabal Street		
<b>Address Line 4:</b>	Escondido, CALIFORNIA 92025		
<b>ATTORNEY DOCKET NUMBER:</b>	0059-T001001		
<b>NAME OF SUBMITTER:</b>	Diane L. Gardner		
<b>SIGNATURE:</b>	/Diane L. Gardner/		
<b>DATE SIGNED:</b>	02/27/2018		
<b>Total Attachments: 8</b>			
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**EXHIBIT C-2**

**SECURITY INTEREST AND CONDITIONAL  
ASSIGNMENT AGREEMENT - TRADEMARK**

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WHEREAS:

Killer Pads Distribution, LLC, a California limited liability company, having a place of business at 1240 Activity Drive, Suite A, Vista, CA 92081, by its authorized representative, together with Vinton Pacetti, an individual resident of the State of California (individually and collectively, "Secured Party"), and Triple Eight Distribution, Inc., a New York corporation, having a place of business at 20 W. Vanderverter, Suite 101, Port Washington, NY 11050, by its authorized representative, (collectively, "Grantor"), have entered into that certain Asset Purchase Agreement (the "Agreement") dated as of December 13, 2017;

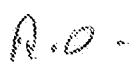
Article 2 of the Agreement includes provisions for a security interest granted by Grantor to Secured Party pursuant to Section 2.4;


Article 2 of the Agreement includes provisions for events relating to Grantor's potential default and cures therefore pursuant to Section 2.6;


Article 4 of the Agreement identifies certain registered Intellectual Property transferred from Secured Party, as Seller, to Grantor, as Purchaser, under the terms of the Agreement pursuant to Section 4.8(a) (including Schedule 4.8);

Article 4 of the Agreement includes assignment of registered Intellectual Property from Secured Party, as Assignor, to Grantor, as Assignee, pursuant to that certain Trademark Assignment of even date herewith, in the form attached as Exhibit E-2 to the Agreement (the "Trademark Assignment"); and

This Security Interest and Conditional Assignment Agreement ("SICA") is an integral part of the Agreement.

  
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Grantor's Initials

  
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Secured Party's Initials

  
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Conditional Assignee's Initials

NOW THEREFORE, Grantor and Secured Party hereby agree as follows:

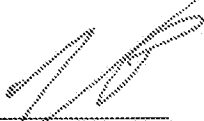
1. All terms defined in the Agreement retain their definitions in this SICA.
2. Grant of Security Interest

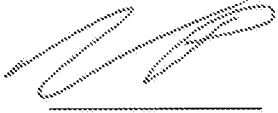
(a) As collateral security for the prompt and complete payment of the Purchase Price (including without limitation, Grantor's Guaranteed Payment obligations under Section 2.1(d) of the Agreement and Grantor's obligations under the Promissory Note evidencing a portion of the Purchase Price payable under the Agreement), Grantor hereby grants to Secured Party a security interest as security in and to Grantor's entire rights, titles, and interests in the trademarks described in the Trademark Assignment (collectively, the "Current Trademarks"), presently meaning the following:

COUNTRY	FILED	APPL#	REGDT	REG#	STATUS
<b>187 KILLER PADS (CL. 28)</b>					
BRAZIL	03/07/2014	840809778			PENDING
<b>187 KILLER PADS (CL. 9)</b>					
BRAZIL	03/07/2014	840809760			PENDING
<b>187 KILLER PADS (CL. 9, 28)</b>					
AUSTRALIA	08/19/2013	1,575,444	08/19/2013	1,575,444	REGISTERED
EUROPEAN UNION	07/29/2011	010162683	07/29/2011	010162683	REGISTERED
UNITED KINGDOM	09/22/2016	00003187202	12/23/2016	3,187,202	REGISTERED
UNITED STATES	01/26/2009	77/666,566	01/19/2010	3,741,057	REGISTERED
<b>187 KILLER PADS and Design (CL. 28)</b>					
CHINA	02/22/2011	9137169	05/14/2012	9137169	REGISTERED
<b>187 KILLER PADS and Design (CL. 9)</b>					
CHINA	02/22/2011	9137170	06/07/2012	9137170	REGISTERED

(b) Secured Party shall promptly deliver or file such instruments and documents and take such further actions to perfect, continue the perfection or maintain the priority of Secured Party's security interest (collectively,

  
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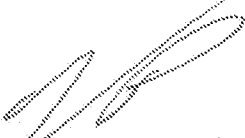
  
Secured Party's Initials


  
Conditional Assignee's Initials

the "Perfection Actions") in the registered Intellectual Property, subject to the provisions of Sections 4.6(b) and 4.8(f) of the Agreement.

- (c) Grantor shall: (i) use commercially reasonable efforts to maintain the validity and enforceability of the Trademarks; and (ii) not allow any Trademarks to be abandoned, forfeited, or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment or forfeiture is appropriate.
- (d) The rights granted to Secured Party herein shall include additionally hereafter adopted Trademarks each belonging to the same "187" and "187 KILLER PADS" families of trademarks, or derivatives thereof, which are used by Grantor solely on or in connection with the 187 Branded Products (the "Derivative Trademarks" and, collectively with the Current Trademarks, the "Trademarks"), at the time Grantor first has rights in such Derivative Trademarks.
- (e) This Agreement creates in favor of Secured Party a valid and perfected first priority security interest in the Trademarks to secure the payment of the Purchase Price under the Agreement, other than any lien or security interest covering all or substantially all of Grantor's assets that Grantor is required to grant in connection with any third party commercial loan, factoring arrangement or similar financing of its business originated in good faith for value (the "Commercial Lender Rights").
- (f) Except with respect to Commercial Lender Rights or in the ordinary course of business, including license agreements to third parties, Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party, any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property

  
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included within the definition of the Trademarks acquired under such contracts.

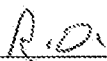
(g) Within five (5) business days following Grantor's receipt of a Late Payment Notice, Grantor will notify Secured Party in writing, with respect to the most current listing of trademarks in the Trademark Assignment, of any license agreements relating to any Trademark, and of any known event that materially adversely affects the value of any Trademark, the ability of Grantor to dispose of any Trademark, or any known fact materially affecting the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Trademarks.

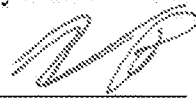
3. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this SICA to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable and necessary costs and reasonable and necessary expenses incurred in the reasonable exercise of its rights under this section, provided that Secured Party has made diligent efforts to first confer with Grantor concerning the exercise of those rights by Secured Party.

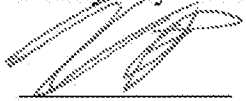
4. Further Assurances.

(a) On a continuing basis, Grantor will reasonably assist Secured Party to make, execute, acknowledge, and deliver, and file and record in the proper filing and recording places all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the relevant national, regional, and international trademark offices and other appropriate parties to assist Secured Party in making the Perfection Actions.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time-to-time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem

  
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Conditional Assignee's Initials

necessary or advisable for the sole purposes of accomplishing this SICA, including: (i) to complete the Perfection Actions; and (ii) to update, upon written notice and in good faith, the Trademark Assignment without first obtaining Grantor's approval of or signature to such modification, as appropriate, to include reference to any Derivative Trademarks acquired or created by Grantor after the execution hereof, or to delete any reference to any right, title, or interest in any Trademarks in which Grantor no longer has or claims any right, title, or interest.

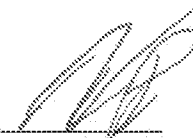
5. Default.

(a) In addition to any other remedies Secured Party may have available under the provisions of the Agreement or otherwise, any Event of Default not cured within the specific time limits provided for in the Agreement shall trigger conditionally and automatically an assignment from Purchaser/Grantor, who agrees to assign and does hereby assign under these provisions to Vinton Pacetti, individually, or his assignee, and such assets and the proceeds therefrom applied against Grantor's Purchase Price obligations under the Agreement, all rights, titles, and interests in and to the Trademarks listed in the Trademark Assignment, as updated as of the trigger date, and the goodwill of the business symbolized thereby in connection with the goods for which the Trademarks are used.

(b) In the event of a conditional and automatic assignment, Grantor's assignment shall have the same scope as the Trademark Assignment, as amended, wherein Grantor is the Assignor and Vinton Pacetti, or his assignee, is the Assignee.

6. Counterparts. This SICA may be executed in one or more counterparts, and delivered by pdf attachment to email, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterpart.

  
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Conditional Assignee's Initials







