

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM495636

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Made Modern, LLC		10/26/2018	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Assembled Brands Capital Funding LLC		
<b>Street Address:</b>	76 Greene Street, 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10012		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4933162	HAND MADE MODERN	
<b>Registration Number:</b>	4238128	KID MADE MODERN	
<b>Serial Number:</b>	86719244	KID MADE MODERN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Corenda R. Lewis		
<b>SIGNATURE:</b>	/Corenda R. Lewis/		
<b>DATE SIGNED:</b>	10/26/2018		
<b>Total Attachments: 13</b>			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Made Modern, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC

Citizenship (see guidelines) Texas

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) October 26, 2018

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Assembled Brands Capital Funding LLC

Street Address: 76 Greene Street, 4th Floor

City: New York

State: New York

Country: USA Zip: 10012

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text

See Exhibit I attached

B. Trademark Registration No.(s)

See Exhibit I attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way  
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number: \_\_\_\_\_

Email Address: james.murray@wolterskluwer.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

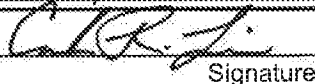
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

Corenda R. Lewis

Name of Person Signing

October 26, 2018

Date

Total number of pages including cover sheet, attachments, and document:

13

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into this 26<sup>th</sup> day of October, 2018 (the "Agreement") by and between **MADE MODERN, LLC**, a Texas limited liability company, with a place of business at 20 Vesey Street, 2<sup>nd</sup> Floor, New York, New York 10007 ("Borrower") and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 76 Greene Street, 4th Floor, New York, New York 10012 ("Lender").

### RECITALS

WHEREAS, Borrower has extended Loans to Lender pursuant to the terms and conditions of that certain Credit Agreement dated as of the date hereof by and between Borrower and Lender (the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement).

WHEREAS, under the terms of the Credit Agreement, Borrower has granted Lender a security interest in, among other property, all of Borrower's intellectual property.

WHEREAS, this Agreement is executed for the purpose of pledging Borrower's intellectual property as security for the Borrower's Obligations owed Lender under the Credit Agreement and the other Loan Documents.

1. Grant of Security Interest. Borrower hereby grants to Lender a security interest in and lien on all of the intellectual property assets owned by Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively, the "IP Collateral").

2. Recordation. Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit Agreement shall control, except in connection with goodwill in which case this Agreement shall control. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

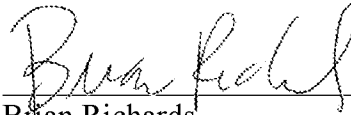
6. Governing Law. Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**BORROWER:**

**MADE MODERN, LLC**

By:   
Name: Brian Richards  
Title: CEO

Agreed and accepted:

**LENDER:**

**ASSEMBLED BRANDS CAPITAL FUNDING  
LLC,**  
a Delaware limited liability company

By: Assembled Brands Group LLC,  
a Delaware limited liability company and its  
manager

By: \_\_\_\_\_  
Name: JoBethAbecassis  
Title: Director of Strategic Accounts

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**BORROWER:**

**MADE MODERN, LLC**

By: \_\_\_\_\_  
Name:  
Title:

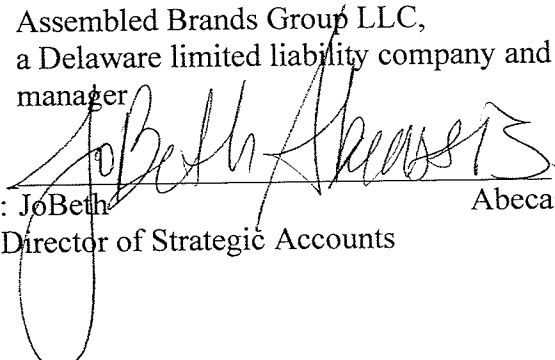
Agreed and accepted:

**LENDER:**

**ASSEMBLED BRANDS CAPITAL FUNDING  
LLC,**

a Delaware limited liability company

By: Assembled Brands Group LLC,  
a Delaware limited liability company and its  
manager

By:   
Name: JoBeth Abecassis  
Title: Director of Strategic Accounts

**EXHIBIT 1**

List of Patents, Trademarks, and Copyrights

**TRADEMARKS**

<b><u>COUNTRY</u></b>	<b><u>TRADEMARK/ OWNER</u></b>	<b><u>CLASS - GOODS/SERVICES</u></b>	<b><u>STATUS</u></b>
Brazil	KID MADE MODERN Kid Made Modern, LLC	16 - Arts and craft paint kits comprising an acrylic paint set; arts and craft paint kits for painting on canvas including canvas and how to paint book; arts and craft paint kits comprising paint brush sets	Application filed Mar 24 2011. Application No. 830986251. Published Jul 19 2011. Rejected on basis that it lacks distinctiveness – appeal filed 9/16/2014; awaiting decision
Brazil	KID MADE MODERN Kid Made Modern, LLC	20 - Furniture; mirrors	Registered Dec 16 2014. Registration No. 830986243. Renewal due Dec 16 2024
Brazil	KID MADE MODERN Kid Made Modern, LLC	24 - Fabrics; linens; textiles; sheets; bedding; towels; draperies; pillows	Application filed Mar 24 2011. Application No. 830986316. Rejected on basis that it lacks distinctiveness – appeal filed 9/9/2014; awaiting decision
Brazil	KID MADE MODERN Kid Made Modern, LLC	25 – Clothing; clothing and fashion accessories; headwear; and footwear	Application filed Mar 24 2011. Application No. 830986308. Rejected on basis that it lacks distinctiveness – appeal filed 9/9/2014; awaiting decision



<u>COUNTRY</u>	<u>TRADEMARK/ OWNER</u>	<u>CLASS - GOODS/SERVICES</u>	<u>STATUS</u>
Brazil	KID MADE MODERN Kid Made Modern, LLC	28 – Toys; building games; games; construction toys; printed card to cut and assemble [toy]; silicon organo used as modeling dough and children’s entertainment; pastime [recreation, amusement, entertainment]	Registered Aug 18 2015. Registration No. 830986286. Renewal due Aug 18 2025
Canada	KID MADE MODERN Kid Made Modern, LLC	(IC 16) Arts and craft paint kits consisting of an acrylic paint set; arts and craft paint kits for painting on canvas consisting of canvas and how to paint book; arts and craft paint kits consisting of paint brush sets; educational craft kits consisting of printed instructional materials and books to teach and make art, namely, kits for t-shirt printing; craft kits for making beaded flowers; craft kits consisting of materials for an art studio in a storage box; craft kits consisting of multi-color crayons; craft kits consisting of self-inking fabric stamps; craft kits for making wall paper consisting of markers and easy cling wallpaper; craft kits containing materials for making comic books consisting of stamps and stencils; craft kits for making self-stick wall murals consisting of patterns and rolls of easy stick contact paper; craft kits consisting of fabric dip dye, dye colors, gloves, cloth, string, plastic bags, rubber bands, aluminum pan and spray bottles; craft kits consisting of baking pan trays for use in art projects; craft kits for making iron on fabric patterns; craft kits consisting of multicolored pencils; craft kits consisting of color pencil sets; craft kits consisting of multi-color tape; craft kits for making duct tape bags consisting of rolls of colored duct tape; craft kits for making moon rock jewelry; craft kits for making jewelry; craft kits, namely, Japanese felting kits	Registered Jun 16 2017. Registration No. 973696. Renewal due Jun 16 2032
China	KID MADE MODERN Kid Made Modern, LLC	16 - Paper; Printed publications; Photographs; Plastic film for wrapping; Bookbinding material; Stationery; Ink; Stamps [seals]; Writing instruments; Adhesives [glues] for stationery or household purposes; Drawing instruments; portable [office requisites]; Teaching materials [except apparatus]; Architects' models; Chaplets; leather luggage tags; paintbrushes; crayons; paint boxes for children [articles for use in school]. Canvas for painting; painting materials	Registered Apr 21, 2012. Registration No. 9309048. Renewal due Apr 20 2022

<u>COUNTRY</u>	<u>TRADEMARK/ OWNER</u>	<u>CLASS - GOODS/SERVICES</u>	<u>STATUS</u>
China	KID MADE MODERN Kid Made Modern, LLC	20 – Furniture; mirrors; furniture fittings, not of metal; pillows; picture frames; book stands; bulletin boards; pegboard; corkboard; curtain rods; display cases; toy boxes and chests; sleeping bags	Registered Apr 21, 2012. Registration No. 9309046. Renewal due Apr 20 2022
China	KID MADE MODERN Kid Made Modern, LLC	24 – Fabrics; linens; textiles; sheets; bedding; towels; draperies	Registered Apr 21, 2012. Registration No. 9309045. Renewal due Apr 20 2022
China	KID MADE MODERN Kid Made Modern, LLC	25 – Layette [clothing]; socks; mittens; scarves; belts; clothing; headwear; footwear	Registered Jun 21, 2012. Registration No. 9308984. Renewal due Jun 20 2022
China	KID MADE MODERN Kid Made Modern, LLC	28 - Games; Marionettes; board games; Balls for games; Body-building apparatus; Archery implements; Gymnastics (Appliances for -); hunting game calls; swimming pools [play articles]; plastic racetrack; batting gloves [accessories for games]; ice skates; Christmas trees, except illumination articles and confectionery; fishing tackle; camouflage screens [sports articles]; tennis player's sweatband; sets of Educational toy model comprising hobby craft kits;	Registered Apr 21, 2012. Registration No. 9309047. Renewal due Apr 20 2022
European Community	KID MADE MODERN Kid Made Modern, LLC	16 - Paper, cardboard and goods made from these materials; instructional and teaching material (except apparatus); artists' materials; paint brushes; arts and craft paint kits comprising an acrylic paint set; arts and craft paint kits for painting on canvas including canvas and how to paint book; arts and craft paint kits comprising paint brush sets; 20 – Furniture; mirrors; accessories 24 – Fabric; linens; textiles; sheets; bedding; towels; draperies; pillows 25 – Clothing; clothing and fashion accessories; headwear; and footwear; and 28 - Games and playthings; educational hobby craft kits comprising printed instructional materials and/or books to teach and make art, particularly, kits for t-shirt printing; hobby craft kits for making beaded	Registered Sep 05 2011. Application No. 9829888. Renewal due Mar 22 2021

<u>COUNTRY</u>	<u>TRADEMARK/ OWNER</u>	<u>CLASS - GOODS/SERVICES</u>	<u>STATUS</u>
		flowers; hobby craft kits comprising materials for an art studio in a storage box; hobby craft kits comprising multi-color crayons; hobby craft kits comprising self-inking fabric stamps; hobby craft kits for making wall paper including markers and easy cling wallpaper; hobby craft kits containing materials for making comic books including stamps and stencils; hobby craft kits for making self-stick wall murals including patterns and rolls of easy stick contact paper; hobby craft kits comprising fabric dip dye including dye colors, gloves, cloth, string, plastic.....	
Hong Kong	KID MADE MODERN Kid Made Modern, LLC	16 - Arts and craft paint kits comprising an acrylic paint set; arts and craft paint kits for painting on canvas including canvas and how to paint book; arts and craft paint kits comprising paint brush sets; 20 – Furniture; mirrors; accessories; 24 – Fabrics; linens; textiles; sheets; bedding; towels; draperies; pillows; 25 - Clothing; clothing and fashion accessories; headwear; and footwear; and 28 - Educational hobby craft kits comprising printed instructional materials and/or books to teach and make art, namely, kits for t-shirt printing; hobby craft kits for making beaded flowers; hobby craft kits comprising materials for an art studio in a storage box; hobby craft kits comprising multi-color crayons; hobby craft kits comprising self-inking fabric stamps; hobby craft kits for making wall paper including markers and easy cling wallpaper; hobby craft kits containing materials for making comic books including stamps and stencils; hobby craft kits for making self-stick wall murals including patterns and rolls of easy stick contact paper; hobby craft kits comprising fabric dip dye including dye colors, gloves, cloth, string, plastic bags, rubber bands, aluminum pan and spray bottles; hobby craft kits comprising baking pan trays for use in art projects...	Registered Mar 22 2011. Registration No. 301865935. Renewal due Mar 21 2021

<u>COUNTRY</u>	<u>TRADEMARK/ OWNER</u>	<u>CLASS - GOODS/SERVICES</u>	<u>STATUS</u>
United States	HANDMADE MODERN Made Modern, LLC	16 - Arts and craft paint kits comprising paint brush sets 28 - Educational hobby craft kits comprising materials for an art studio in a storage box; hobby craft kits for making iron on fabric patterns	Registered Apr 05 2016. Registration No. 4933162. Section 8 & 15 Declaration due Apr 05 2022. Renewal due Apr 05 2026
United States	KID MADE MODERN Made Modern, LLC	16 - Arts and craft paint kits comprising an acrylic paint set; arts and craft paint kits for painting on canvas including canvas and how to paint book; arts and craft paint kits comprising paint brush sets 28 - Educational hobby craft kits comprising printed instructional materials and/or books to teach and make art, namely, kits for t-shirt printing; hobby craft kits for making beaded flowers; hobby craft kits comprising materials for an art studio in a storage box; hobby craft kits comprising multi-color crayons; hobby craft kits comprising self-inking fabric stamps; hobby craft kits for making wall paper including markers and easy cling wallpaper; hobby craft kits containing materials for making comic books including stamps and stencils; hobby craft kits for making self-stick wall murals including patterns and rolls of easy stick contact paper; hobby craft kits comprising fabric dip dye including dye colors, gloves, cloth, string, plastic bags, rubber bands, aluminum pan and spray bottles; hobby craft kits comprising baking pan trays for use in art projects; hobby craft kits for making iron on fabric patterns; hobby craft kits comprising multicolored pencils; hobby craft kits comprising color pencil sets; hobby craft kits comprising multi-color tape; hobby craft kits for making duct tape bags.....	Registered Nov 06 2012. Registration No. 4,238,128. Section 8&15 Declaration due Nov 06 2018. Renewal due Nov 06 2022

<u>COUNTRY</u>	<u>TRADEMARK/ OWNER</u>	<u>CLASS - GOODS/SERVICES</u>	<u>STATUS</u>
United States	KID MADE MODERN Made Modern, LLC	IC 20 - Furniture; mirrors; accessories, namely, shoe racks, belt racks, tie racks, decorative pillows, picture frames and works of art made of wood and/or glass; pillows IC 24 - Fabrics for textile use; fabrics, namely woven, knitted and cotton fabrics; linens; textiles, namely, handkerchiefs, curtains, wall hangings, tablecloths, table runners, table napkins, tapestries and place mats; sheets, namely, bed sheets, bath sheets, pillowcases and mattress sheets; duvet covers, bed quilts, bed blankets, bed skirts, bed comforters, bedspreads, bed pillow shams, bed canopies and curtains; towels; draperies IC 25 – Clothing, namely, jackets, coats, cloaks, capes, hoodies, ponchos, pants, shirts, vests, skirts, sweaters, sweatshirts, jeans, pajamas, robes, shorts, dresses, underwear, denim pants; clothing and fashion accessories, namely, belts, scarves, ascots, ties, socks, hosiery, leggings, mittens, gloves, bras and sport bras; headwear; and footwear	Application filed Aug 09 2015. Application No. 86/719244. Published Jun 28 2016. Allowed Aug 23 2016. Statement of Use or 3 <sup>rd</sup> Extension Request due Feb 23 2018

**PATENTS**

[None]

**COPYRIGHTS**

[None]

Exhibit 1 - 8

**RECORDED: 10/26/2018**

**TRADEMARK  
REEL: 006468 FRAME: 0758**