

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497253

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NatoWatchBands.com, LLC		11/07/2018	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Route 2 Capital Partners SBIC, L.P., as Investor		
<b>Street Address:</b>	200 Meeting Street - Suite 403		
<b>City:</b>	Charleston		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29401		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5252609	BARTON	
<b>Registration Number:</b>	5546010	BARTON WATCH BANDS	
<b>Registration Number:</b>	5564463	THE STRAP YOUR WATCH DESERVES	
<b>Registration Number:</b>	5420274	BARTON WATCH BANDS	
<b>Registration Number:</b>	5008150	ROARANGE	
<b>Serial Number:</b>	87751587	SWAP IN SECONDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>	4045723408		
<b>Email:</b>	mramic@kslaw.com		
<b>Correspondent Name:</b>	Mia Ramic King & Spalding LLP		
<b>Address Line 1:</b>	1180 Peachtree Street, N.E.		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	27631.515002		
<b>NAME OF SUBMITTER:</b>	/S/ MIA RAMIC		
<b>SIGNATURE:</b>	/S/ MIA RAMIC		
<b>DATE SIGNED:</b>	11/07/2018		

OP \$165.00 5252609

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 7, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Route 2 Capital Partners SBIC, L.P., a Delaware limited partnership (the “Investor”).

WITNESSETH:

WHEREAS, pursuant to the Investment Agreement, dated as of November 7, 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Investment Agreement”), by and among the Borrower, Barton Watchbands Holdco, LLC, a Delaware limited liability company, the other Credit Parties party thereto, and Investor, the Investor has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Investment Agreement and a Pledge Agreement of even date herewith in favor of Investor (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge Agreement”), to guarantee the Obligations (as defined in the Investment Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Pledge Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Investor to enter into the Investment Agreement and to induce the Investor to make its extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Investor as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Investment Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Investor, and grants to Investor a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its trademarks and all related Intellectual Property Rights providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3.      Pledge Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Investor pursuant to the Pledge Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Investor with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4.      Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks and all related Intellectual Property Rights subject to a security interest hereunder.

Section 5.      Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6.      Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NATOWATCHBANDS.COM, LLC

as Grantor

By:

  
Name: Timothy M. Laczowski  
Title: Vice President

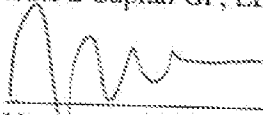
Signature Page to Trademark Security Agreement

TRADEMARK  
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ACCEPTED AND AGREED  
as of the date first above written:

ROUTE 2 CAPITAL PARTNERS SBIC, L.P.  
as Investor

By: Route 2 Capital GP, LLC

By: 

Name: Jay S. White  
Title: Managing Member

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARK

Trademark Name	Registration Number	Registration Date
Barton	5252609	July 25, 2017
Barton Watch Bands	5546010	August 21, 2018
The Strap Your Watch Deserves	5564463	September 18, 2018
Barton Watch Bands	5420274	March 6, 2018
Roorange	5008150	July 26, 2016

TRADEMARK APPLICATIONS

Trademark Name	Application Number	Application Date
Swap in Seconds	87751587	January 11, 2018

IP LICENSES

None.