

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allied America, Inc.		11/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PennantPark Loan Agency Servicing, LLC, as Agent		
Street Address:	590 Madison Avenue, 15th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5035313	WE LOVE LIVE	
Registration Number:	5044288	1 ONE SMOOTH STONE	
Registration Number:	5030598	SMART FAST KIND	
Registration Number:	2183655	ONE SMOOTH STONE	
Serial Number:	88151874	PRA EXPERIENCE ANYWHERE	
Serial Number:	88151883	PASSION.REACH.AUTHENTICITY.	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<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:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	BROWN RUDNICK LLP		
Address Line 1:	ONE FINANCIAL CENTER		
Address Line 4:	BOSTON, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	028228.0020		
NAME OF SUBMITTER:	Mark S. Leonardo		
SIGNATURE:	/MARK S. LEONARDO/		
DATE SIGNED:	11/19/2018		

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Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement") made as of this 19th day of November, 2018, by Allied America, Inc., a Delaware corporation ("Grantor"), in favor of PennantPark Loan Agency Servicing, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of August 7, 2017 (as the same has heretofore been and may hereafter be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of August 7, 2017 among Grantor, one or more of its affiliates and Grantee (as the same has heretofore been and may hereafter be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, a lien on, security interest in, pledge on and right of set-off against any and all of Grantor's right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in

conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office); and

(ii) all products, royalties and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with such Trademarks.

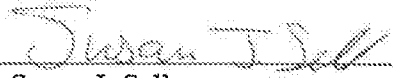
3. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ALLIED AMERICA, INC.

By: 
Name: Susan J. Sell
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above


PENNANTPARK LOAN AGENCY SERVICING, LLC,
as Agent

By: 
Name: Arthur H. Fenn
Title: Chief Executive Officer

Notice of Grant of Security Interest in Trademark Rights

SCHEDULE 1

U.S. FEDERAL TRADEMARK REGISTRATIONS

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner¹	Status
WE LOVE LIVE We Love Live	86861593 30-DEC-2015	5035313 06-SEP-2016	ALLIED AMERICA, INC.	Registered
1 ONE SMOOTH STONE  one smooth stone	86859219 28-DEC-2015	5044288 20-SEP-2016	ALLIED AMERICA, INC.	Registered
SMART FAST KIND Smart Fast Kind	86857188 22-DEC-2015	5030598 30-AUG-2016	ALLIED AMERICA, INC.	Registered
ONE SMOOTH STONE	75270865 04-APR-1997	2183655 25-AUG-1998	ALLIED AMERICA, INC.	Registered

U.S. FEDERAL TRADEMARK APPLICATIONS

Mark	Serial No./ Filing Date	Owner	Status
PRA EXPERIENCE ANYWHERE (DESIGN)	88151874 11-OCT-2018	ALLIED AMERICA, INC.	Application
PASSION.REACH.A UTHENTICITY. (DESIGN)	88151883 11-OCT-2018	ALLIED AMERICA, INC.	Application

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¹ Note that the legal owner is Allied America, Inc. The current registered owner is One Smooth Stone, Inc.