

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POPSHOTS LLC		02/06/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RIVERSIDE MERCHANT PARTNERS, LLC		
Street Address:	590 MADISON AVENUE		
Internal Address:	36TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: NEW YORK		
Name:	ADAM L. KINSER INC.		
Street Address:	125 JERICHO TPKE.		
City:	JERICHO		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	Corporation: NEW YORK		
Name:	SHERBROOKE HOLDINGS LLC		
Street Address:	125 JERICHO TPKE.		
City:	JERICHO		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	Corporation: NEW YORK		
Name:	ZACHARY HIRSCHOTHE DEPOSIT IRREVOCABLE TRUST		
Street Address:	125 JERICHO TPKE.		
City:	JERICHO		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			

OP \$65.00 3702945

Property Type	Number	Word Mark
Registration Number:	3702945	LIQ
Registration Number:	4540186	LIQS

CORRESPONDENCE DATA

Fax Number: 2122084657
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: 2129076457
Email: cgrzan@gracinmarlow.com
Correspondent Name: CHRISTY GRZAN
Address Line 1: 405 Lexington Avenue
Address Line 2: 26th Floor
Address Line 4: New York, NEW YORK 10174

NAME OF SUBMITTER:	Christy K. Grzan
SIGNATURE:	/Christy K. Grzan/
DATE SIGNED:	03/07/2019

Total Attachments: 13
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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this "IP Security Agreement"), dated February 6, 2019 is made by and among Popshots LLC, a Delaware limited liability company (the "Company"), and the individuals and/or entities that execute a signature page hereto (each a "Lender," and collectively the "Lenders"). All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Securities Purchase Agreement (as defined below).

WHEREAS, the Company and the Lenders are parties to that certain Securities Purchase Agreement, dated the date hereof, pursuant to which the Company shall be required to sell, and the Lenders shall purchase or have the right to purchase, the "Note" (as defined therein) issued pursuant thereto (as such Note may be amended, modified, supplemented, renewed, restated or replaced from time to time in accordance with the terms thereof, the "Note");

WHEREAS, it is a condition precedent to the purchase of the Note under the Securities Purchase Agreement that the Company has executed and delivered that certain Security Agreement, dated the date hereof, made by the Company to the Lenders (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Company has granted to the Lenders a security interest in, among other property, certain intellectual property of the Company, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement (the "IP Security Agreement") for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities; and

WHEREAS, the Company has determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Company.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Lenders to perform under the Securities Purchase Agreement, the Company agrees as follows:

SECTION 1. Grant of Security. The Company hereby grants to the Lenders a security interest in all of the Company's right, title and interest in and to the following (the "Collateral"):

(i) the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations, post-grant proceedings of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto;

(iii) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(iv) any licenses or other rights to use any of the, Trademarks, or trade secrets and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Company under this IP Security Agreement secures the payment of all Obligations of the Company now or hereafter existing under or in respect of the Note and the Transaction Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Company authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Company hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Lenders with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

(ii) The Company hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under Section 11.6 of the Securities Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Lenders

from bringing suit or taking other legal action against the Company in any other jurisdiction to collect on the Company's obligations or to enforce a judgment or other court ruling in favor of the Lenders.

(iii) WAIVER OF JURY TRIAL, ETC. THE COMPANY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(iv) The Company irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

[The remainder of the page is intentionally left blank]

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

POPSHOTS LLC d/b/a LIQS

By: *harley bauer*

Name: Harley Bauer

Title: Co-Manager

Address for Notices:

205 East 42nd Street, 15th Floor

New York, New York 10065

Attention: Chief Executive Officer

IN WITNESS WHEREOF, the Lenders has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**RIVERSIDE MERCHANT PARTNERS,
LLC**

By: Matthew Kern
Name: Matthew Kern
Title: Chief Financial Officer

Address for Notices on behalf of the Lenders:

~~125 Lewis Turnpike, Suite 504
Jericho, New York 11753~~ 590 Madison Avenue,
36th Floor
New York, NY 10022
Attn: Joseph Haughton

ADAM L. KINZER INC.

By: _____
Name:
Title:

SHERBROOKE HOLDINGS LLC

By: _____
Name:
Title:

**ZACHARY HIRSCHOTHE DEPOSIT
IRREVOCABLE TRUST**

By: _____
Name:
Title:

Name: Kevin Hirsh

Name: Chris R. Pravecok

IN WITNESS WHEREOF, the Lenders has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


**RIVERSIDE MERCHANT PARTNERS,
LLC**

By: _____
Name:
Title:

Address for Notices on behalf of the Lenders:

125 Jericho Turnpike, Suite 504
Jericho, New York 11753
Attention: _____

ADAM L. KINZER INC.

By:  _____
Name: *Adam Kinzer*
Title: *President*

SHERBROOKE HOLDINGS LLC

By: _____
Name:
Title:

**ZACHARY HIRSCHOTHE DEPOSIT
IRREVOCABLE TRUST**

By: _____
Name:
Title:

Name: Kevin Hirsh

Name: Chris R. Pravacek

IN WITNESS WHEREOF, the Lenders has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**RIVERSIDE MERCHANT PARTNERS,
LLC**

By: _____
Name:
Title:

Address for Notices on behalf of the Lenders:

125 Jericho Turnpike, Suite 504
Jericho, New York 11753
Attention: _____

ADAM L. KINZER INC.

By: _____
Name:
Title:

SHERBROOKE HOLDINGS LLC

By: _____
Name: *CHRIS CONDE*
Title: *Managing Member*

**ZACHARY HIRSCH THE DEPOSIT
IRREVOCABLE TRUST**

By: _____
Name:
Title:

Name: Kevin Hirsh

Name: Chris R. Pravacek

IN WITNESS WHEREOF, the Lenders has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**RIVERSIDE MERCHANT PARTNERS,
LLC**

By: _____
Name:
Title:

Address for Notices on behalf of the Lenders:

125 Jericho Turnpike, Suite 504
Jericho, New York 11753
Attention: _____


ADAM L. KINZER INC.

By: _____
Name:
Title:

SHERBROOKE HOLDINGS LLC

By: _____
Name:
Title:

**ZACHARY HIRSCH / THE DEPOSIT
IRREVOCABLE TRUST**

By:  _____
Name: Zachary Hirsch
Title: Member

Name: Kevin Hirsh

Name: Chris R. Pravacek

IN WITNESS WHEREOF, the Lenders has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**RIVERSIDE MERCHANT PARTNERS,
LLC**

By: _____
Name:
Title:

Address for Notices on behalf of the Lenders:

125 Jericho Turnpike, Suite 504
Jericho, New York 11753
Attention: _____

ADAM L. KINZER INC.

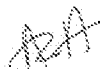
By: _____
Name:
Title:

SHERBROOKE HOLDINGS LLC

By: _____
Name:
Title:

**ZACHARY HIRSCHOTHE DEPOSIT
IRREVOCABLE TRUST**

By: _____
Name:
Title:



Name: ~~Kevin Hirsch~~ KEVIN HIRSCH

Name: Chris R. Pravecsek

IN WITNESS WHEREOF, the Lenders has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RIVERSIDE MERCHANT PARTNERS,
LLC

By: _____
Name:
Title:

Address for Notices on behalf of the Lenders:

125 Jericho Turnpike, Suite 504
Jericho, New York 11753
Attention: _____

ADAM L. KINZER INC.

By: _____
Name:
Title:

SHERBROOKE HOLDINGS LLC

By: _____
Name:
Title:

ZACHARY HIRSCHOTHE DEPOSIT
IRREVOCABLE TRUST

By: _____
Name:
Title:

Name: Kevin Hirsh



Name: Chris R. Pravec

Schedule A

Patents

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Application or Registration Date</u>	<u>Assignees</u>
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Not applicable.

Schedule B

Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Application or Registration Date</u>	<u>Assignees</u>
USPTO	United States	LIQ	3702945	10/27/09	PopShots LLC
USPTO	United States	LIQS	4540186	5/27/14	PopShotsLLC

Schedule C

Copyrights

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Type of Work</u>	<u>Application or Registration No.</u>	<u>Issue Date</u>	<u>Assignees</u>
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Not applicable.