

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670383

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900637026		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mad Rabbit Tattoo, Inc.		08/06/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Assembled Brands Capital Funding LLC		
Street Address:	9 E. 19th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6312675		
Registration Number:	6124657	MAD RABBIT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1450016		
NAME OF SUBMITTER:	Scott Howard Siegel		
SIGNATURE:	/Scott Howard Siegel/		
DATE SIGNED:	08/26/2021		
Total Attachments: 7			
source=IP Security Agreement - Mad Rabbit - 8.6.2021 (Fully Executed) updated Ex A#page1.tif			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into as of August 6, 2021 (this "Agreement") by and between **MAD RABBIT TATTOO, INC.**, a Delaware Corporation with a place of business at 537 Coy Lane, Chagrin Falls, Ohio 44022 ("Borrower") and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 9 E. 19th Street, Third Floor, New York, NY 10003 (together with its successors and assigns, "Lender").

RECITALS

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

WHEREAS, under the terms of the Credit Agreement, Borrower has granted Lender a security interest in, among other property, all of Borrower's trademarks, tradenames, patents, copyrights and other intellectual property; and

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 codes 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.

Borrower represents and warrants that Borrower is the sole and true owner of the Trademarks described in the attached Exhibit 1. Borrower shall file, not later than 60 days from the date hereof, such amendments with the United States Patent and Trademark Office ("USPTO") to accurately reflect the correct name of the owner of such Trademarks based on Borrower's change in form and state of organization after the Borrower first filed for each such Trademark with the USPTO. Borrower shall thereafter immediately provide such documents as reasonably requested by Lender for Lender to record its security interest in the Trademarks as amended with the USPTO. Borrower's failure to so correct the name of owner or provide Lender with documents requested by Lender as aforesaid shall be an Event of Default under the Credit Agreement.

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.

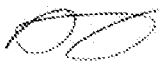
6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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 Page Follows]

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

BORROWER:

MAD RABBIT TATTOO, INC.
a Delaware Corporation

By: 
Name: Drew Fallon
Title: CFO

Agreed and accepted:

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC
a Delaware limited liability company

By: 
Name: Michael Lipkin
Title: Chief Operating Officer

EXHIBIT 1

List of Patents, Trademarks, and Copyrights

TRADEMARKS

Mark	Owner of Mark	Registration no.	Registration Date
Antlers [design mark]	Mad Rabbit Tattoo, LLC *	6312675	April 6, 2021
MAD RABBIT [words]	Mad Rabbit Tattoo, LLC *	6124657	August 11, 2020

*See attached copy of Results of Trademark Electronic Search System updated July 12, 2021 consisting of 2 pages reflecting the owner of such trademarks as “Mad Rabbit Tattoo LLC Limited Liability Company Ohio 537 Coy Lane Chagrin Falls, Ohio 44022.” It should be noted that the original filing dates for each of the above trademarks are identified as August 10, 2020 and February 3, 2020, each respectively and the owner converted from an Ohio limited liability company to a Delaware corporation effective January 4, 2021.

On or about July 20, 2021, Borrower Mad Rabbit Tattoo, Inc. filed with the USPTO a change of ownership reflecting conversion by the owner of the trademarks from a limited liability company to a corporation under the laws of Delaware. The Trademark Ownership with the USPTO now correctly reflects the owners of the Trademarks as Mad Rabbit Tattoo, Inc., as indicated below.

TRADEMARKS

Mark	Owner of Mark	Registration no.	Registration Date
Antlers [design mark]	Mad Rabbit Tattoo, Inc.	6312675	April 6, 2021
MAD RABBIT [word mark]	Mad Rabbit Tattoo, Inc.	6124657	August 11, 2020

PATENTS

NONE

Exhibit 1 - 2

TRADEMARK
REEL: 007397 FRAME: 0714 51942338

COPYRIGHTS

NONE

Exhibit 1 - 3

TITLE Mad Rabbit - Execution IP Security Agreement
FILE NAME Intellectual Prop...TION VERSION).pdf
DOCUMENT ID ac456cea6064ecefbd62c72061747ad61942338
AUDIT TRAIL DATE FORMAT MM / DD / YYYY
STATUS ✳ Completed

Document History



SENT

08 / 04 / 2021
17:54:05 UTC

Sent for signature to Drew Fallon (drew@madrabbit.com) and Michael Lipkin (michael@assembledbrands.com) from randym@assembledbrands.com
 IP: 47.149.147.53



VIEWED

08 / 05 / 2021
21:13:54 UTC

Viewed by Drew Fallon (drew@madrabbit.com)
 IP: 73.22.151.69



SIGNED

08 / 05 / 2021
21:14:02 UTC

Signed by Drew Fallon (drew@madrabbit.com)
 IP: 73.22.151.69



VIEWED

08 / 05 / 2021
23:12:21 UTC

Viewed by Michael Lipkin (michael@assembledbrands.com)
 IP: 75.104.93.228



SIGNED

08 / 05 / 2021
23:12:40 UTC

Signed by Michael Lipkin (michael@assembledbrands.com)
 IP: 75.104.93.228



COMPLETED

08 / 05 / 2021
23:12:40 UTC

The document has been completed.