

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Star Brands, Inc.		02/29/2016	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2112088	AS WE CHANGE	
Registration Number:	2228836	AS WE CHANGE	
Registration Number:	3336284	EASY COMFORTS	
Registration Number:	4206169	EASY COMFORTS STYLE	
Registration Number:	1622457	EXPOSURES	
Registration Number:	3609564	EXPOSURES PLATINUM	
Registration Number:	2126732	HOME MARKETPLACE	
Registration Number:	3551961	INDIGO	
Registration Number:	1838236	JUST BETWEEN US	
Registration Number:	1645633	MILES KIMBALL	
Registration Number:	3566160	MRS. KIMBALL'S CANDY SHOPPE	
Registration Number:	3448548	NATIVE REMEDIES	
Registration Number:	3508330	PETALIVE	
Registration Number:	1837485	QUIBBLE-FREE GUARANTEE	
Registration Number:	3501508	SERENITY FALLS	
Registration Number:	1634030	THE SHOE BOX	
Registration Number:	1376289	WALTER DRAKE	
Registration Number:	0909593	WALTER DRAKE	
Registration Number:	0895688	WALTER DRAKE	

OP \$490.00 2112088

CORRESPONDENCE DATA**Fax Number:**

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Susan O'Brien

Address Line 1: 187 Wolf Road, Suite 101

Address Line 2: CT Lien Solutions

Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER:	Susan O'Brien
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SIGNATURE:	/Michael Barys/
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DATE SIGNED:	02/29/2016
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Total Attachments: 7

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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)/Execution Date(s):

Silver Star Brands, Inc.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: WI

Execution Date(s) February 29, 2016

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

- Yes
- No

Name: Bank of America, N.A.

Internal Address:

Street Address: One Bryant Park

City: New York

State: NY

Country: USA

Zip: 10036

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other Citizenship:

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)

3. Nature of conveyance:

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

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

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

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: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 19

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

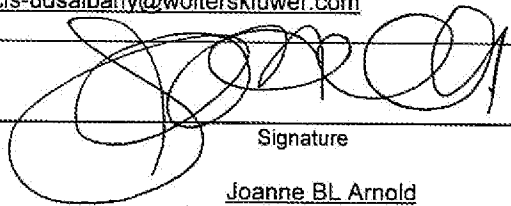
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name:

9. Signature:



Signature

Joanne BL Arnold
Name of Person Signing

February 29, 2016

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of February 29, 2016, is made by **SILVER STAR BRANDS, INC.**, a Wisconsin corporation ("Grantor") in favor of **BANK OF AMERICA, N.A.** ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Loan Agreement"), by and between Grantor and Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. **Defined Terms**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **Grant of Security**. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Reserved.

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

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

8. Governing Law. This Trademark Security 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 Trademark Security 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).

9. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

[Signature page follows]

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

SILVER STAR BRANDS, INC., as Grantor

By: *Holly L. Nelson*.....

Name: Holly L. Nelson

Title: VP of Finance

[Trademark Security Agreement]

TRADEMARK
REEL: 005742 FRAME: 0065

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A. ,
as Lender

By: *Steve Plumberg*

Name: *Steve Plumberg*
Title: Authorized Signatory

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Registration/Application No.	Status	Current Owner of Record
AS WE CHANGE	75/177,962 2112088	Renewed	SILVER STAR BRANDS, INC.
AS WE CHANGE and design	75/466,399 2228836	Renewed	SILVER STAR BRANDS, INC.
EASY COMFORTS	78/661,865 3336284	Registered	SILVER STAR BRANDS, INC.
EASY COMFORTS STYLE	77/478,255 4206169	Registered	SILVER STAR BRANDS, INC.
EXPOSURES	73/826,473 1622457	Renewed	SILVER STAR BRANDS, INC.
EXPOSURES PLATINUM	77/290,494 3609564	Registered	SILVER STAR BRANDS, INC.
HOME MARKETPLACE Cross References: HOME MARKETPLACE	75/125,920 2126732	Renewed	SILVER STAR BRANDS, INC.
INDIGO	78/784,941 3551961	Registered	SILVER STAR BRANDS, INC.
JUST BETWEEN US	74/368,377 1838236	Renewed	SILVER STAR BRANDS, INC.
MILES KIMBALL	74/062,426 1645633	Renewed	SILVER STAR BRANDS, INC.
MRS. KIMBALL'S CANDY SHOPPE Cross References: MRS. KIMBALL'S CANDY SHOP	77/394,539 3566160	Registered	SILVER STAR BRANDS, INC.
NATIVE REMEDIES	Reg# 3448548	Registered	SILVER STAR BRANDS, INC.
PETALIVE Cross References: PET ALIVE	Reg# 3508330	Registered	SILVER STAR BRANDS, INC.
QUIBBLE-FREE GUARANTEE Cross References: QUIBBLE FREE GUARANTEE	74/406,810 1837485	Renewed	SILVER STAR BRANDS, INC.
SERENITY FALLS	77/394,825 3501508	Cancelled	SILVER STAR BRANDS, INC.
THE SHOE BOX	74/028,291 1634030	Renewed	SILVER STAR BRANDS, INC.
WALTER DRAKE	73/537,019 1376289	Renewed	SILVER STAR BRANDS, INC.

Mark	Registration/Application No.	Status	Current Owner of Record
WALTER DRAKE	72/323,945 909593	Renewed	SILVER STAR BRANDS, INC.
WALTER DRAKE	72/323,946 895688	Renewed	SILVER STAR BRANDS, INC.

[Trademark Security Agreement]