

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375038

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BEDROCK MANUFACTURING COMPANY, LLC		02/12/2016	LIMITED LIABILITY COMPANY: TEXAS
FILSON HOLDINGS, INC.		02/12/2016	CORPORATION: DELAWARE
SHINOLA/DETROIT, LLC		02/12/2016	LIMITED LIABILITY COMPANY: TEXAS
SHINOLA IP, LLC		02/12/2016	LIMITED LIABILITY COMPANY: TEXAS
SHINOLA HOSPITALITY, LLC		02/12/2016	LIMITED LIABILITY COMPANY: MICHIGAN
C.C. FILSON CO.		02/12/2016	CORPORATION: DELAWARE
FILSON CORPORATION		02/12/2016	CORPORATION: DELAWARE
FILSON MANUFACTURING, INC.		02/12/2016	CORPORATION: DELAWARE
BEDROCK BRANDS, LP		02/12/2016	LIMITED PARTNERSHIP: TEXAS
SHINOLA AUDIO, LLC		02/12/2016	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	1300 East Ninth Street, 13th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	1608755	SHINOLA
Registration Number:	4440501	SHINOLA
Registration Number:	4813040	SHINOLA
Registration Number:	4727867	SHINOLA
Registration Number:	4646055	SHINOLA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4708921	SHINOLA
Registration Number:	4874824	WHERE AMERICAN IS MADE
Registration Number:	4515228	ARGONITE
Registration Number:	4607540	BIXBY
Registration Number:	2900724	DETROLA
Registration Number:	4749931	MAKERS MONDAY
Registration Number:	4553398	THE FOUNDRY
Registration Number:	4545365	THE GOMELSKY
Registration Number:	4828316	THE RAMBLER
Registration Number:	4761106	UNCORPORATE
Registration Number:	4567378	ALASKA FIT
Registration Number:	3587796	C.C. FILSON CO. SEATTLE
Registration Number:	3587797	C.C. FILSON CO. SEATTLE
Registration Number:	4568407	COVER CLOTH
Registration Number:	4710517	FEATHER CLOTH
Registration Number:	1305076	FILSON
Registration Number:	1747115	FILSON
Registration Number:	2139660	FILSON
Registration Number:	2596953	FILSON
Registration Number:	3823799	FILSON
Registration Number:	4769465	FILSON
Registration Number:	4222264	FILSON BETTER OUTDOOR CLOTHES SEATTLE
Registration Number:	1242950	MIGHT AS WELL HAVE THE BEST
Registration Number:	2506095	MIGHT AS WELL HAVE THE BEST
Registration Number:	4749796	SEATTLE FIT
Registration Number:	4568408	SHELTER CLOTH
Registration Number:	4662179	TIN CLOTH
Registration Number:	4629386	UNFAILING GOODS
Serial Number:	85427982	BEDROCK
Serial Number:	86619133	IT'S JUST SMART ENOUGH
Serial Number:	86584645	IT'S JUST SMART ENOUGH
Serial Number:	85863826	RUNWELL
Serial Number:	85983972	RUNWELL
Serial Number:	85696475	SHINOLA
Serial Number:	86407551	SHINOLA
Serial Number:	86623465	SHINOLA. ANYTHING WELL MADE.
Serial Number:	86584226	THE RUNWELL. IT'S JUST SMART ENOUGH.
Serial Number:	85832130	WHERE AMERICAN IS MADE

Property Type	Number	Word Mark
Serial Number:	85729541	WHERE AMERICAN IS MADE
Serial Number:	86049323	BIRDY
Serial Number:	86167619	BLACK BLIZZARD
Serial Number:	86049309	BRAKEMAN
Serial Number:	86758418	DETROIT ARROW
Serial Number:	86172533	DETROLA
Serial Number:	86026169	FULLER
Serial Number:	86718156	SHINOLA
Serial Number:	86718172	SHINOLA
Serial Number:	86718194	SHINOLA
Serial Number:	86718201	SHINOLA
Serial Number:	86718232	SHINOLA
Serial Number:	86718239	SHINOLA
Serial Number:	86758423	SHINOLA ARROW DETROIT
Serial Number:	86016453	THE BIRDY
Serial Number:	86016511	THE BRAKEMAN
Serial Number:	86977622	WILLYS DETROIT
Serial Number:	86308388	WILLY'S DETROIT
Serial Number:	86566983	
Serial Number:	86566977	

CORRESPONDENCE DATA

Fax Number: 7346231625

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: 313-223-3098

Email: nzemgulis@dickinsonwright.com

Correspondent Name: M. Katherine VanderVeen

Address Line 1: 500 Woodward Avenue

Address Line 2: Suite 4000

Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	7-4651
NAME OF SUBMITTER:	M. Katherine VanderVeen
SIGNATURE:	/M. Katherine VanderVeen/
DATE SIGNED:	03/01/2016

Total Attachments: 9

source=BEDROCK Security Agreement#page1.tif

source=BEDROCK Security Agreement#page2.tif

source=BEDROCK Security Agreement#page3.tif

source=BEDROCK Security Agreement#page4.tif

source=BEDROCK Security Agreement#page5.tif
source=BEDROCK Security Agreement#page6.tif
source=BEDROCK Security Agreement#page7.tif
source=BEDROCK Security Agreement#page8.tif
source=BEDROCK Security Agreement#page9.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of February 12, 2016 by and among Bedrock Manufacturing Company, LLC, a Texas limited liability company ("Bedrock"), Filson Holdings, Inc., a Delaware corporation ("Filson"), Shinola/Detroit, LLC ("Shinola") and together with Bedrock and Filson, the "Borrowers", a Texas limited liability company, Shinola IP, LLC, a Texas limited liability company, Shinola Hospitality, LLC, a Michigan limited liability company, C.C. Filson Co., a Delaware corporation, Filson Corporation, a Delaware corporation, Filson Manufacturing, Inc., a Delaware corporation, Bedrock Brands, LP, a Texas limited partnership, and Shinola Audio, LLC, a Texas limited liability company (each a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., (the "Lender").

Recitals

A. The Borrowers, the other Loan Parties party thereto, and the Lender are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors are entering into a Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Lender.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned and granted to the Lender a security interest in substantially all of the personal property of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Trademarks (as defined in the Security Agreement), and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Credit Agreement).

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver this Agreement to the Lender.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents (as defined in the Credit Agreement), each Grantor hereby grants to the Lender, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any

trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interests in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement or the Credit Agreement, as applicable.

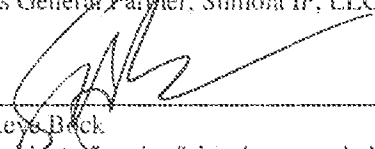
This Agreement is shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York.

[Signature page follows]

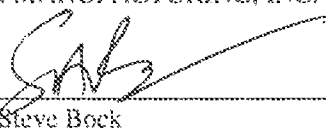
IN WITNESS WHEREOF, the parties hereto have executed this Patent and Trademark Agreement as of the date first set forth above.

GRANTORS:

BEDROCK MANUFACTURING COMPANY, LLC
SHINOLA IP, LLC
BEDROCK BRANDS, LP,
by its General Partner, Shinola IP, LLC

By: 
Name: Steve Bock
Title: President of each of the above, on behalf of each of the above

SHINOLA/DETROIT, LLC
FILSON HOLDINGS, INC.
C.C. FILSON CO.
FILSON CORPORATION
FILSON MANUFACTURING, INC.

By: 
Name: Steve Bock
Title: Chief Executive Officer of each of the above, on behalf of each of the above

SHINOLA HOSPITALITY, LLC

By: _____
Name: Rollen Jones
Title: Chief Financial Officer

SHINOLA AUDIO, LLC

By: _____
Name: Rollen Jones
Title: Chief Executive Officer/Treasurer

IN WITNESS WHEREOF, the parties hereto have executed this Patent and Trademark Agreement as of the date first set forth above.

GRANTORS:

BEDROCK MANUFACTURING COMPANY, LLC
SHINOLA IP, LLC
BEDROCK BRANDS, LP,
by its General Partner, Shinola IP, LLC

By: _____

Name: Steve Bock

Title: President of each of the above, on behalf of each of the above

SHINOLA/DETROIT, LLC
FILSON HOLDINGS, INC.
C.C. FILSON CO.
FILSON CORPORATION
FILSON MANUFACTURING, INC.

By: _____

Name: Steve Bock

Title: Chief Executive Officer of each of the above, on behalf of each of the above

SHINOLA HOSPITALITY, LLC

By:  _____

Name: Rollan Jones

Title: Chief Financial Officer

SHINOLA AUDIO, LLC

By:  _____

Name: Rollan Jones

Title: Chief Executive Officer/Treasurer

JPMORGAN CHASE BANK, N.A., as Lender


By: Sue K. Monin
Name: Sue K. Monin
Title: Authorized Officer

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 005742 FRAME: 0907

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

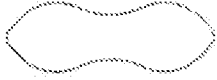
TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Bedrock Brands, LP	SHINOLA	8/7/1990	1608755
Bedrock Brands, LP	SHINOLA	11/26/2013	4440501
Bedrock Brands, LP	SHINOLA	9/15/2015	4813040
Bedrock Brands, LP	SHINOLA	4/28/2015	4727867
Bedrock Brands, LP	SHINOLA	11/25/2014	4646055
Bedrock Brands, LP	SHINOLA	3/24/2015	4708921
Bedrock Brands, LP	WHERE AMERICAN IS MADE	12/22/2015	4874824
Shinola/Detroit, LLC	ARGONITE	4/15/2014	4515228
Shinola/Detroit, LLC	BIXBY	9/16/2014	4607540
Shinola/Detroit, LLC	DETROLA	11/2/2004	2900724
Shinola/Detroit, LLC	MAKERS MONDAY	6/2/2015	4749931
Shinola/Detroit, LLC	THE FOUNDRY	6/17/2014	4553398
Shinola/Detroit, LLC	THE GOMELSKY	6/3/2014	4545365
Shinola/Detroit, LLC	THE RAMBLER	10/6/2015	4828316
Shinola/Detroit, LLC	UNCORPORATE	6/23/2015	4761106
C.C. Filson Co.	ALASKA FIT	7/15/2014	4567378
C.C. Filson Co.	C.C. FILSON CO. SEATTLE	3/10/2009	3587796
C.C. Filson Co.	C.C. FILSON CO. SEATTLE	3/10/2009	3587797
C.C. Filson Co.	COVER CLOTH	7/15/2014	4568407
C.C. Filson Co.	FEATHER CLOTH	3/31/2015	4710517
C.C. Filson Co.	FILSON	11/13/1984	1305076
C.C. Filson Co.	FILSON	1/19/1993	1747115
C.C. Filson Co.	FILSON	2/24/1998	2139660
C.C. Filson Co.	FILSON	7/23/2002	2596953
C.C. Filson Co.	FILSON	7/27/2010	3823799
C.C. Filson Co.	FILSON	7/7/2015	4769465
C.C. Filson Co.	FILSON BETTER OUTDOOR CLOTHES SEATTLE & Design 	10/9/2012	4222264
C.C. Filson Co.	MIGHT AS WELL HAVE THE BEST	6/21/1983	1242950
C.C. Filson Co.	MIGHT AS WELL HAVE THE BEST	11/13/2001	2506095

C.C. Filson Co.	SEATTLE FIT	6/2/2015	4749796
C.C. Filson Co.	SHELTER CLOTH	7/15/2014	4568408
C.C. Filson Co.	TIN CLOTH	12/30/2014	4662179
C.C. Filson Co.	UNFAILING GOODS	10/28/2014	4629386

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Bedrock Brands, LP	BEDROCK	9/21/2011	85427982
Bedrock Brands, LP	IT'S JUST SMART ENOUGH	5/4/2015	86619133
Bedrock Brands, LP	IT'S JUST SMART ENOUGH	4/1/2015	86584645
Bedrock Brands, LP	RUNWELL	3/1/2013	85863826
Bedrock Brands, LP	RUNWELL	3/1/2013	85983972
Bedrock Brands, LP	SHINOLA	8/6/2012	85696475
Bedrock Brands, LP	SHINOLA	9/26/2014	86407551
Bedrock Brands, LP	SHINOLA. ANYTHING WELL MADE.	5/8/2015	86623465
Bedrock Brands, LP	THE RUNWELL. IT'S JUST SMART ENOUGH	4/1/2015	86584226
Bedrock Brands, LP	WHERE AMERICAN IS MADE	1/25/2013	85832130
Bedrock Brands, LP	WHERE AMERICAN IS MADE	9/14/2012	85729541
Shinola/Detroit, LLC	BIRDY	8/27/2013	86049323
Shinola/Detroit, LLC	BLACK BLIZZARD	1/16/2014	86167619
Shinola/Detroit, LLC	BRAKEMAN	8/27/2013	86049309
Shinola/Detroit, LLC	DETROIT ARROW	9/16/2015	86758418
Shinola/Detroit, LLC	DETROLA	1/22/2014	86172533
Shinola/Detroit, LLC	FULLER	8/1/2013	86026169
Shinola/Detroit, LLC	SHINOLA	8/7/2015	86718156
Shinola/Detroit, LLC	SHINOLA	8/7/2015	86718172
Shinola/Detroit, LLC	SHINOLA	8/7/2015	86718194
Shinola/Detroit, LLC	SHINOLA	8/7/2015	86718201
Shinola/Detroit, LLC	SHINOLA	8/7/2015	86718232
Shinola/Detroit, LLC	SHINOLA	8/7/2015	86718239
Shinola/Detroit, LLC	SHINOLA ARROW DETROIT	9/16/2015	86758423
Shinola/Detroit, LLC	THE BIRDY	7/22/2013	86016453
Shinola/Detroit, LLC	THE BRAKEMAN	7/22/2013	86016511
Shinola/Detroit, LLC	WILLY'S DETROIT	6/12/2014	86977622
Shinola/Detroit, LLC	WILLY'S DETROIT	6/12/2014	86308388
C.C. Filson Co.	Filson Single Tab Trade Dress	3/17/2015	86566983

			
C.C. Filson Co.	Filson Double Tab Trade Dress	3/17/2015	86566977

TRADEMARK LICENSES

None.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

Name of Grantor	Patent Description	Issue Date	Patent Number
Shinola/Detroit, LLC	FORK CROWN	9/1/2015	D737730

PATENT APPLICATIONS

Name of Grantor	Patent Application	Application Filing Date	Application Serial Number
Shinola/Detroit, LLC	WATCH BOW	5/14/2015	29527008
Shinola/Detroit, LLC	CLIP	5/14/2015	29527022
Shinola/Detroit, LLC	HINGE LUG	7/9/2015	29532668

PATENT LICENSES

None.

DETROIT 7-4651 1374717v2