

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rooster Products International, LLC		05/06/2016	Corporation: TEXAS
Big Time Products, LLC		05/06/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	FMP Agency Services, LLC, as Administrative Agent		
Street Address:	21 Custom House Street, 10th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 129			
Property Type	Number	Word Mark	
Registration Number:	2322579	AMERICAN WORK PRODUCTS	
Registration Number:	2315080	AMERICAN WORK PRODUCTS	
Registration Number:	2309703	MCGUIRE-NICHOLAS	
Registration Number:	3713684	MONSTER	
Registration Number:	3239686	AWP	
Registration Number:	1950102	ROOSTER	
Registration Number:	3232315	ROOSTER	
Registration Number:	4595843	BRACKEN CREEK	
Registration Number:	3467377	TRY-N-BUY	
Registration Number:	3487436	FLOORWALKERS	
Registration Number:	3401585	TOOLRIDER	
Registration Number:	3487434	BODYSHOX	
Registration Number:	3421896	TURTLES	
Registration Number:	3588001	AWP	
Registration Number:	4571671	SPILL GUARD	
Registration Number:	4549515	FLIP LID	
Registration Number:	3588004	AWP	

OP \$3240.00 2322579

Property Type	Number	Word Mark
Serial Number:	86325986	BRACKEN CREEK
Registration Number:	4721860	FLIP LID
Registration Number:	4681747	COMFORT HINGE
Registration Number:	4919692	ROCKER
Serial Number:	86389582	SLIDER
Registration Number:	4915455	STABILIZER
Registration Number:	4749900	HYBRID
Serial Number:	86635597	INDESTRUCTIBLE MASTERS SERIES
Registration Number:	4929386	
Registration Number:	4919862	
Registration Number:	4929387	
Registration Number:	4929388	
Serial Number:	86693523	SPIDERWEB
Serial Number:	86823587	4.0
Registration Number:	4642816	1/2 TON HAULER
Registration Number:	4883268	INDESTRUCTIBLE MASTERS SERIES
Serial Number:	86897827	TEXAS PRIDE
Serial Number:	86899531	
Registration Number:	4841021	TG
Registration Number:	3114967	BIG TIME PRODUCTS
Registration Number:	3177825	BLIZZARD
Registration Number:	3178515	BOXMASTER
Serial Number:	86284002	BT SAFETY
Serial Number:	86284029	BT SAFETY
Serial Number:	86926326	CAMO 365
Registration Number:	3453072	CARING HANDS
Serial Number:	86927888	COLORVANE
Serial Number:	86932582	COLORVANE N S E W EST 2015
Registration Number:	3570354	CONTRACTOR'S CHOICE
Registration Number:	4198998	CREW CHIEF
Registration Number:	3941819	DIGZ
Serial Number:	86885201	DIGZ
Registration Number:	4553144	ELEGANT FARE
Registration Number:	3319488	F G
Registration Number:	3887165	FIRM GRIP
Registration Number:	3433534	FIRM GRIP
Registration Number:	4007360	FIRM GRIP
Registration Number:	4086593	FIRM GRIP

Property Type	Number	Word Mark
Registration Number:	4641914	FIRM GRIP
Registration Number:	4557367	FIRM GRIP
Serial Number:	85935513	FIRM GRIP
Serial Number:	86663793	FIRM GRIP
Serial Number:	85890565	FIRM STEPS
Serial Number:	85890577	GARDEN CHEM
Serial Number:	85890588	GARDEN CHEM
Registration Number:	3115015	GEL PRO CARPENTER
Registration Number:	3101712	GEL TRADE MASTER
Registration Number:	3941820	GET YOUR DIGZ ON
Registration Number:	4010299	GET YOUR DIGZ ON
Registration Number:	3979440	GLOVE SHACK
Registration Number:	3904409	GREASE MONKEY
Registration Number:	4233281	GREASE MONKEY
Serial Number:	85920206	GREASE MONKEY
Serial Number:	86060795	GREASE MONKEY
Serial Number:	86120393	GREASE MONKEY
Serial Number:	86181955	GREASE MONKEY
Serial Number:	86307181	GREASE MONKEY
Serial Number:	86271513	GREASE MONKEY
Serial Number:	86271595	GREASE MONKEY
Serial Number:	86307202	GREASE MONKEY
Serial Number:	86271575	GREASE MONKEY
Serial Number:	86271545	GREASE MONKEY
Serial Number:	86747173	GREASE MONKEY BOOST
Registration Number:	3178514	GREEN HOUSE
Registration Number:	4199731	GRIP THAT NEVER SLIPS
Registration Number:	4007399	LIL' DIGZ
Serial Number:	86766316	MAGNIFEYE
Registration Number:	3962495	MEDIC'S CHOICE
Serial Number:	85864501	MONSTER GRIP
Registration Number:	4846485	MONSTER GRIP
Registration Number:	3687361	NATURAL PULL
Registration Number:	4010332	NATURAL PULL
Registration Number:	4526430	NATURAL WRIST
Serial Number:	86088635	NEVER SLIP GRIP
Registration Number:	4827854	PREMIUM DEFENSE
Registration Number:	4870505	PREMIUM DEFENSE

Property Type	Number	Word Mark
Serial Number:	86875132	PREMIUM DEFENSE
Registration Number:	3146326	PRO BUILDER
Registration Number:	4020370	PRO BUILDER
Registration Number:	3149509	PRO CARPENTER
Registration Number:	4020371	PRO CARPENTER
Registration Number:	3118035	PRO FINGERLESS
Registration Number:	4020373	PRO FINGERLESS
Serial Number:	86259413	PRO PROTECT
Registration Number:	3121626	PRO TRADE MASTER
Registration Number:	4010333	PRO TRADE MASTER
Registration Number:	4697244	RAINBRELLA
Serial Number:	86248656	RAINBRELLA
Registration Number:	3099013	SAFETY PRO
Serial Number:	86824583	SHOCKSHIELD
Registration Number:	3124809	TG
Serial Number:	86808913	THE GRIP THAT STICKS
Registration Number:	3110157	THE MASON
Registration Number:	4020375	THE MASON
Registration Number:	4020381	THE PLANTER
Serial Number:	85890625	THORN SHIELD
Registration Number:	4638329	TOOL HANDLER
Serial Number:	86885583	TRACTION GRIP
Registration Number:	3062221	TRADE MASTER
Registration Number:	3137085	TRUE GRIP
Registration Number:	4020382	TRUE GRIP
Registration Number:	4590015	TRUE GRIP
Registration Number:	4764968	UTILITY PLUS
Serial Number:	86751612	WINTERBORN
Serial Number:	86851050	WORKMASTER
Registration Number:	3468912	WORKING HANDS
Registration Number:	3124422	YARD-HAND
Registration Number:	4020384	YARD-HAND
Serial Number:	85896861	DIRT WARRIOR
Serial Number:	85896867	ROAD WARRIOR
Serial Number:	86717283	DIGZ
Serial Number:	86717301	GROUNDKEEPER

CORRESPONDENCE DATA

**TRADEMARK
REEL: 005794 FRAME: 0254**

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: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindal LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	05/09/2016

Total Attachments: 12

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of May 6, 2016, is made by **ROOSTER PRODUCTS INTERNATIONAL, INC.**, a Texas corporation (“Rooster”) having an address at 17280 N. Green Mountain Road, San Antonio, Texas 78247, and **BIG TIME PRODUCTS, LLC**, a Georgia limited liability company (“Big Time Products” and, together with Rooster and any other person joining this Agreement from time to time as a grantor, each a “Grantor” and, collectively, the “Grantors”), having an address at 2 Wilbanks Road, Rome, Georgia 30161, in favor of **FMP AGENCY SERVICES, LLC**, in its capacity as administrative agent (together with its successors and assigns in such capacity, “Administrative Agent”) for the Purchasers.

WHEREAS, pursuant to that certain Amended and Restated Securities Purchase Agreement dated May 6, 2016 (as at any time further amended, restated, supplemented or otherwise modified, the “Securities Purchase Agreement”), by and among NB Parent Company Inc., a Delaware corporation (“Holdings”), NB Products Inc., a Delaware corporation (the “Company”), the Guarantors named therein, each of the Purchasers named therein, the other Noteholders from time to time party thereto and the Administrative Agent, the Purchasers have agreed to purchase the Purchased Securities subject to the terms and conditions set forth therein;

WHEREAS, pursuant to that certain Joinder Agreement, Second Amendment and Supplement to Pledge and Security Agreement dated as of May 6, 2016 (as at any time amended, restated, supplemented or otherwise modified, the “Joinder Agreement”), by and among the Company, Holdings, Rooster, Rooster Services, LLC, a Texas limited liability company, the other Guarantors party thereto and the Administrative Agent, which Joinder Agreement amends and supplements that certain Pledge and Security Agreement dated as of February 24, 2015 (as at any time further amended, restated, supplemented or otherwise modified, the “Security Agreement”), by and among Company, Holdings, the other Guarantors party thereto and the Administrative Agent, each Grantor has agreed to, among other things, grant to Administrative Agent, for the benefit of itself and the Secured Parties, a continuing security interest in all of such Grantor’s intellectual property, including, without limitation, all of such Grantor’s trademarks and related rights, to secure all obligations and liabilities owing from time to time from any Grantor to the Purchasers under the Securities Purchase Agreement, the Security Agreement, or otherwise; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Purchasers to purchase the Purchased Securities pursuant to the Securities Purchase Agreement, each Grantor agrees with Administrative Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings given such terms or provided by reference in the Security Agreement.
2. Notice of Grant of Security Interest. Each Grantor hereby assigns and grants to Administrative Agent, to secure the prompt and complete payment and performance of all Obligations, a security interest in all of its right, title and interest in, to and under such Grantor’s Trademarks, including, without limitation, all trademarks (including service marks), trade names, trade dress, and trade styles and

the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing listed on Schedule A hereto.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Securities Purchase Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank;
Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered under seal by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

ROOSTER PRODUCTS INTERNATIONAL, INC.

By 

Name: **Andy Bolt**

Title: Chief Financial Officer

[SEAL]

BIG TIME PRODUCTS, LLC

By 

Name: **Andy Bolt**


Title: Chief Financial Officer

[SEAL]


SCHEDULE A
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

Trademarks owned by Rooster Products International, Inc.:

U.S. TRADEMARKS:


MARK/ CLIENT NO.	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE
American Work Products (supplemental register)	75/540,406 2,322,579	08/21/1998 02/22/2000
American Work Products (supplemental register)	75/540,376 2,315,080	09/03/1999 02/01/2000
McGuire-Nicholas	75/357,444 2,309,703	09/15/1997 01/18/2000
Monster	77/043,616 3,713,684	11/14/2006 11/24/2009
AWP	78/926,044 3,239,686	07/10/2006 05/08/2007
Rooster (#1)	74/498,639 1,950,102	03/04/1994 01/23/1996
Rooster (#2)	77/043,560 3,232,315	11/14/2006 04/24/2007
Bracken Creek	86/093,768 4,595,843	10/17/2013 09/02/2014
Try-N-Buy	77/338,385 3,467,377	11/27/2007 07/15/2008
Floorwalkers	77/246,485 3,487,436	08/03/2007 08/19/2008
Toolrider	77/246,367 3,401,585	08/03/2007 03/25/2008
Bodyshox	77/246,334 3,487,434	08/03/2007 08/19/2008
Turtles	77/239,635 3,421,896	07/26/2007 05/06/2008
AWP	77/220,226 3,588,004	07/02/2007 03/10/2009
AWP 	77/219,496 3,588,001	06/29/2007 03/10/2009
Spill Guard (IU)	86/137,379 4,571,671	12/06/2013 07/22/2014
Flip Lid (IU) (supplemental register)	86/137,384 4,549,515	12/06/2013 06/10/2014


MARK/ CLIENT No.	APPLICATION No./ REGISTRATION No.	FILING DATE/ REGISTRATION DATE
Bracken Creek (ITU)	86/325,986	07/01/2014
Flip Lid (IU) (supplemental register)	86/416,068 4,721,860	10/06/2014 04/14/2015
1/2 Ton Hauler (IU) (supplemental register)	86/308,112 4,642,816	06/12/2014 11/18/2014
Comfort Hinge (IU)	86/323,184 4,681,747	06/27/2014 02/03/2015
ROCKER (IU)	86/411,843 4,919,692	10/01/2014 03/15/2016
SLIDER (IU)	86/389,582	09/09/2014
STABILIZER (IU)	86/389,638 4,915,455	09/09/2014 03/08/2016
HYBRID (IU) (supplemental register)	86/389,661 4,749,900	09/09/2014 06/02/2015
INDESTRUCTIBLE MASTERS SERIES (ITU)	86/635,597	05/20/2015
Stabilizer Icon (IU)	86/663,814 4,929,386	06/16/2015 03/29/2016
Rocker Icon (IU)	86/663,847 4,919,862	06/16/2015 03/15/2016
Slider Icon (IU)	86/663,866 4,929,387	06/16/2015 03/29/2016
Hybrid Icon (IU)	86/663,918 4,929,388	06/16/2015 03/29/2016
SPIDERWEB (ITU)	86/693,523	07/15/2015 (Filing Date)
4.0	86/823,587	11/17/2015 <i>PENDING</i>

MARK/ CLIENT No.	APPLICATION No./ REGISTRATION No.	FILING DATE/ REGISTRATION DATE
INDESTRUCTIBLE MASTERS SERIES	86/977,891 4,883,268 Divided 11/02/2015	Filed 05/20/2015 01/05/2016
TEXAS PRIDE	86/897,827	Filed 02/04/2016
TEXAS PRIDE (stylized logo) 	86/899,531	Filed 02/05/2016

Trademarks owned by Big Time Products, LLC:

U.S. TRADEMARKS:

MARK	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE
TG Logo 	86/566,298 4,841,021	03/17/2015 10/27/2015
BIG TIME PRODUCTS®	78/373,703 3,114,967	2/25/2004 7/11/2006
BLIZZARD®	78/410,922 3,177,825	4/30/2004 11/28/2006
BOXMASTER®	78/660,783 3,178,515	6/29/2005 11/28/2006
BT SAFETY	86/284,002	5/16/2014
BT SAFETY	86/284,029	5/16/2014
CAMO 365	86926326	03/02/2016
CARING HANDS®	77/310,133 3,453,072	10/22/2007 6/24/2008
COLORVANE	86927888	03/03/2016

MARK	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE
COLORVANE Logo	86932582	3/08/2016
CONTRACTOR'S CHOICE®	77/078,054 3,570,354	1/8/2007 2/3/2009
CREW CHIEF®	85/057,838 4,198,998	6/8/2010 8/28/2012
DIGZ®	77/920,492 3,941,819	1/26/2010 4/5/2011
DIGZ	86885201	01/25/2016
ELEGANT FARE®	85/965,430 4,553,144	6/20/2013 6/17/2014
 ®	78/412,294 3,319,488	5/3/2004 10/23/2007
FIRM GRIP®	77/705,075 3,887,165	4/2/2009 12/7/2010
FIRM GRIP®	77/252,592 3,433,534	8/10/2007 5/20/2008
FIRM GRIP®	85/059,741 4,007,360	6/10/2010 8/2/2011
FIRM GRIP®	85/214,345 4,086,593	1/10/2011 1/17/2012
FIRM GRIP®	85/890,556 4,641,914	3/29/2013 11/18/2014
FIRM GRIP®	85/981,719 4,557,367	5/17/2013 6/24/2014
FIRM GRIP	85/935,513	5/17/2013
FIRM GRIP	86/663793	06/16/2015
FIRM STEPS	85/890,565	3/29/2013
GARDEN CHEM	85/890,577	3/29/2013
GARDEN CHEM	85/890,588	3/29/2013
GEL PRO CARPENTER®	78/393,153 3,115,015	3/30/2004 7/11/2006

MARK	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE
GEL TRADE MASTER®	78/393,056 3,101,712	3/30/2004 6/06/2006
GET YOUR DIGZ ON®	77/920,493 3,941,820	1/26/2010 4/5/2011
GET YOUR DIGZ ON®	85/052,021 4,010,299	6/1/2010 8/9/2011
GLOVE SHACK®	85/047,632 3,979,440	5/25/2010 6/14/2011
GREASE MONKEY®	85/057,787 3,904,409	6/8/2010 1/11/2011
GREASE MONKEY®	85/560,291 4,233,281	3/05/2012 10/30/2012
GREASE MONKEY	85/920,206	5/1/2013
GREASE MONKEY	86/060,795	9/10/2013
GREASE MONKEY	86/120,393	11/15/2013
GREASE MONKEY	86/181,955	2/1/2014
GREASE MONKEY	86/307,181	6/11/2014
GREASE MONKEY	86/271,513	5/5/2014
GREASE MONKEY	86/271,595	5/5/2014
GREASE MONKEY	86/307,202	6/11/2014
GREASE MONKEY	86/271,575	5/5/2014
GREASE MONKEY	86/271,545	5/5/2014
GREASE MONKEY BOOST	86747173	09/03/2015
GREEN HOUSE®	78/660,768 3,178,514	6/29/2005 11/28/2006
GRIP THAT NEVER SLIPS®	85/349,648 4,199,731	6/17/2011 8/28/2012
LIL' DIGZ®	85/071,528 4,007,399	6/25/2010 8/2/2011
MAGNIFEYE	86766316	09/23/2015
MEDIC'S CHOICE®	77/799,950 3,962,495	8/7/2009 5/17/2011
MONSTER GRIP	85/864,501	3/1/2013
MONSTER GRIP	85/983,851	03/01/2013

MARK	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE
	4,846,485	11/03/2015
NATURAL PULL®	77/611,648 3,687,361	11/11/2008 9/22/2009
NATURAL PULL®	85/059,811 4,010,332	6/10/2010 8/9/2011
NATURAL WRIST®	85/698,789 4,526,430	8/8/2012 5/6/2014
NEVER SLIP GRIP	86/088,635	10/10/2013
PREMIUM DEFENSE	86/194,509 4,827,854	2/14/2014 10/06/2015
PREMIUM DEFENSE	86/623427 4,870,505	05/08/2015 12/15/2015
PREMIUM DEFENSE	86/875132	01/14/2016
PRO BUILDER®	78/393,460 3,146,326	3/30/2004 9/19/2006
PRO BUILDER®	85/058,423 4,020,370	6/9/2010 8/30/2011
PRO CARPENTER®	78/393,092 3,149,509	3/30/2004 9/26/2006
PRO CARPENTER®	85/058,444 4,020,371	6/9/2010 8/30/2011
PRO FINGERLESS®	78/393,447 3,118,035	3/30/2004 7/18/2006
PRO FINGERLESS®	85/058,462 4,020,373	6/9/2010 8/30/2011
PRO PROTECT	86/259,413	4/22/2014
PRO TRADE MASTER®	78/412,341 3,121,626	5/3/2004 7/25/2006
PRO TRADE MASTER®	85/059,851 4,010,333	6/10/2010 8/9/2011
RAINBRELLA	86/247,714 4,697,244	4/9/2014 03/03/2015
RAINBRELLA	86/248,656	4/10/2014
SAFETY PRO®	78/393,077 3,099,013	3/30/2004 5/30/2006
SHOCKSHIELD	86824583	11/18/2015
®	78/553,592 3,124,809	1/25/2005 8/1/2006

MARK	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE
	86/808913	11/04/2015
THE MASON®	78/393,476 3,110,157	3/30/2004 6/27/2006
THE MASON®	85/058,533 4,020,375	6/09/2010 8/30/2011
THE PLANTER®	85/059,494 4,020,381	6/10/2010 8/30/2011
THORN SHIELD	85/890,625	3/29/2013
TOOL HANDLER	86/088,690 4,638,329	10/10/2013 11/11/2014
TRACTION GRIP	86885583	01/25/2016
TRADE MASTER®	78/393,046 3,062,221	3/30/2004 2/28/2006
TRUE GRIP®	78/553,611 3,137,085	1/25/2005 8/29/2006
TRUE GRIP®	85/059,538 4,020,382	6/10/2010 8/30/2011
TRUE GRIP®	85/982,230 4,590,015	5/17/2013 8/19/2014
UTILITY PLUS	85/890,634 4,764,968	3/29/2013 06/30/2015
WINTERBORN	86751612	09/09/2015
WORKMASTER	86851050	12/16/2015
WORKING HANDS®	77/137,425 3,468,912	3/22/2007 7/15/2008
YARD-HAND®	78/400,164 3,124,422	4/12/2004 8/1/2006
YARD-HAND®	85/059,614 4,020,384	6/10/2010 8/30/2011
DIRT WARRIOR	85/896,861	4/5/2013
ROAD WARRIOR	85/896,867	4/5/2013
DIGZ	86/717,283	8/6/15
GROUDSKEEPER	86/717,301	8/6/15

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):

- 1. Rooster Products International, LLC
- 2. Big Time Products, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-TX; 2. LLC-GA

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 6, 2016

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FMP Agency Services, LLC, as Administrative Agent

Street Address: 21 Custom House Street, 10th Floor

City: Boston

State: MA

Country: USA Zip: 02110

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship Canada

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)

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

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

129

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

- Authorized to be charged to deposit account
 Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

May 6, 2016
Date

Elaine Carrera

Name of Person Signing

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

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450