# OP \$165.00 456341

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM439452

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Outsol, LLC		08/15/2017	Limited Liability Company:

## **RECEIVING PARTY DATA**

Name:	Asana Ventures, LLC	
Street Address:	P.O. Box 2804	
City:	Rancho Santa Fe	
State/Country:	CALIFORNIA	
Postal Code:	92067	
Entity Type:	Limited Liability Company: CALIFORNIA	

# **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	4563411	RINSE KIT
Registration Number:	4795232	RINSEKIT
Serial Number:	87028408	RINSEKIT
Serial Number:	86499691	RINSE IT
Serial Number:	86503667	EON
Serial Number:	87514959	ENJOY LIFE'S DIRTY MOMENTS

### **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.

**Phone:** (760)452-0744

**Email:** kcariffe@torreycoastgroup.com

Correspondent Name: Ken A. Cariffe

Address Line 1: 5650 El Camino Real, Suite 207
Address Line 4: Carlsbad, CALIFORNIA 92008

NAME OF SUBMITTER:	Ken A. Cariffe
SIGNATURE:	/s/
DATE SIGNED:	08/16/2017

**Total Attachments: 3** 

TRADEMARK REEL: 006130 FRAME: 0852

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TRADEMARK REEL: 006130 FRAME: 0853

#### TRADEMARK SECURITY AGREEMENT

As of August 1, 2017, OutSol, LLC, a Delaware Limited Liability Company (together with its successors and assigns "<u>Debtor</u>") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to Asana Ventures, LLC ("<u>Secured Party</u>") as collateral agent for itself a continuing security interest in the following property:

- (i) All claimed Trademarks, Trademark registrations and Trademark applications of Outsol, LLC, as further listed on <u>Schedule A</u> hereto, either acquired or subsequently acquired, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, Trademark registration and Trademark application; and
- (ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any Trademark or Trademark registration listed in <u>Schedule A</u> hereto or by reason of injury to the goodwill associated with any such Trademark or Trademark registration or Trademark license, in each case together with the right to sue for and collect said damages to secure performance of all Secured Obligations of Debtor as described or referred to in that certain Security Agreement dated as of February 1, 2015, by and between Debtor and Secured Party (the "<u>Agreement</u>").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademarks, Trademark registrations and Trademark applications made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Debtor shall execute a power of attorney in favor of Secured Party to exercise to exercise its rights in the event of Default under the Agreement.

All terms defined in the Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise. This Trademark Security Agreement may be executed and delivered in counterparts, including by electronic transmission.

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

DEBTOR: OUTSOL, LLC SECURED PARTY: ASANA VENTURES, LLC

TRADEMARK REEL: 006130 FRAME: 0854

ву:	By:
Christopher Crawford, CEO	Jeffrey Theodosakis, Managing Member

# SCHEDULE A TRADEMARKS AND TRADEMARK REGISTRATIONS

	Serial Number	Reg. Number	Word Mark
1	87514959		ENJOY LIFE'S DIRTY MOMENTS
2	87028408		RINSEKIT
3	86499691		RINSE IT
4	86503667		EON
5	86117595	4563411	RINSE KIT
6	86521985	4795232	RINSEKIT
7		International Reg. No. 1263854	RINSEKIT

**RECORDED: 08/16/2017** 

TRADEMARK REEL: 006130 FRAME: 0856