

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM449577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ShadeCraft, Inc.		10/24/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	810 Walnut, LLC		
Street Address:	810 E. Walnut Street		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Serial Number:	87050387	SHADECRAFT	
Serial Number:	87328289	SHADECRAFT	
Serial Number:	87047126	WEIGHTWEDGE	
Serial Number:	87047104	SMARTSHADE	
Serial Number:	86706267	MIMOSA	
Serial Number:	87138469	AUTONOMOUS SHADING SOLUTIONS	
Serial Number:	87138710	DANCE TO THE SUN	
Serial Number:	87139833	SHADE, THE INTELLIGENT WAY	
Serial Number:	87140858	INNOVATIVE SHADING SOLUTIONS	
Serial Number:	87142261	BRINGING UMBRELLAS OUT OF THE DARK AGE	
Serial Number:	87142283	WE DON'T WORSHIP THE SUN, OUR UMBRELLAS	
Serial Number:	87142302	HELPING EVOLUTION ONE UMBRELLA AT A TIME	
Serial Number:	87143737	HUMANS EVOLVED, SO SHOULD UMBRELLAS	
Serial Number:	87144821	IT MOVES, SO YOU DON'T HAVE TO	
Serial Number:	87144910	DESIGN IS IMPORTANT, INTELLIGENCE IS NEC	
Serial Number:	87145199	CHANGING THE WAY WE LIVE OUTDOORS ONE UM	
Serial Number:	87145499	WELCOME TO THE OUTDOOR REVOLUTION	
Serial Number:	87145503	AUTONOMOUS SHADING SYSTEMS THAT PROTECT	
Serial Number:	87145567	BEAUTY MEANS NOTHING WITHOUT BRAINS	

OP \$1315.00 87050387

Property Type	Number	Word Mark
Serial Number:	87146256	YES, IT MOVES
Serial Number:	87157722	WE DID NOT REINVENT THE WHEEL, WE APPLIE
Serial Number:	87157726	DESIGN IS IMPORTANT, AUTOMATION IS NECES
Serial Number:	87146272	VITAMIN D THE RIGHT WAY
Serial Number:	87149578	SMART SHADING SOLUTIONS
Serial Number:	87182125	SHADECRAFT LABS
Serial Number:	87182351	SHADECRAFT LAB
Serial Number:	87183238	SUNFLOWER
Serial Number:	87195706	CHRONOS
Serial Number:	87195472	BEETLE
Serial Number:	87195671	BEETLE DRONE
Serial Number:	87260822	STEP OUTSIDE
Serial Number:	87261346	
Serial Number:	87263636	SUNFLOWER
Serial Number:	87268621	STEP OUTSIDE YOUR COMFORT ZONE
Serial Number:	87268973	IOT - STEP OUTSIDE
Serial Number:	87268990	IOT, STEP OUTSIDE
Serial Number:	87269284	STEP INSIDE
Serial Number:	87269287	SMART HOME - STEP OUTSIDE
Serial Number:	87270830	STEP OUT
Serial Number:	87270834	SMART HOME, STEP OUTSIDE
Serial Number:	87280958	THE LANDSCAPE HAS CHANGED
Serial Number:	87286878	#SHADECRAFT
Serial Number:	87286882	#SUNFLOWERROBOT
Serial Number:	87294432	SUNFLOWERROBOT
Serial Number:	87202797	S
Serial Number:	87355304	SHADECRAFT ROBOTICS
Serial Number:	87355267	SHADECRAFT ROBOTICS
Serial Number:	87362389	DESERT HAWK
Serial Number:	87362592	DESERT HAWK
Serial Number:	87534986	LEAF ROBOT
Serial Number:	87550412	SHADE PERFECTED
Serial Number:	87550424	SUNSHADE PERFECTED

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: 2023704750

Email: ipteam@cogencyglobal.com
Correspondent Name: Darlena Bari Stark
Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F173586
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NAME OF SUBMITTER:	Christine S. Tuthill
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SIGNATURE:	/Christine S. Tuthill/
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DATE SIGNED:	11/03/2017
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Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 24th day of October, 2017 by and 810 Walnut, LLC, a California limited liability company ("Secured Party") and Shadecraft, Inc., a Delaware Corporation ("Debtor").

RECITALS:

WHEREAS, pursuant to that certain Loan Agreement dated as of October 24, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and between Secured Party and Debtor, the Secured Party has agreed to make a Loan to Debtor pursuant to the terms and conditions of the Loan Agreement; and

WHEREAS, the Secured Party is willing to make the Loan to Debtor as provided for in the Loan Agreement, but only on the condition, among others, that the Debtor shall have executed and delivered to Secured Party that certain Security Agreement, dated as of October 24, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"; and

WHEREAS, pursuant to the Agreement, Debtor is required to execute and deliver to Secured Party this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Debtor hereby ratifies the grant of a Security Interest as set forth in the Security Agreement and hereby further unconditionally grants, assigns, and pledges to Secured Party to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Debtor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any

Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Debtor to Secured Party whether or not they are unenforceable or not allowable due to the existence of any Bankruptcy or other insolvency proceeding involving Debtor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 5, Debtor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Debtor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

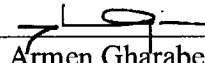
7. Governing Law; Severability; Jurisdiction. This Trademark Security Agreement is governed by and shall be construed in accordance with the law of the State of California, excluding any conflict of laws rule or principle that might refer the governance or the construction of this

Agreement to the law of another jurisdiction. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law. Jurisdiction and Venue for any action arising under or in connection with this agreement shall lie exclusively in the State of California, County of Los Angeles. Debtor and Secured Party agree irrevocably to submit themselves, in any legal proceeding to the jurisdiction of the any court of the State of California located in Los Angeles County and waive any and all objections to jurisdiction that they may have under the laws of the State of California or any other State.

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives of the Parties hereto, who each represent and warrant that he/she has the authority to execute this Agreement.

DEBTOR

ShadeCraft, Inc., a Delaware corporation

By: 
Armen Gharabegian
Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY

810 Walnut, LLC, a California limited liability company

By: _____

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006195 FRAME: 0870

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives of the Parties hereto, who each represent and warrant that he/she has the authority to execute this Agreement.

DEBTOR

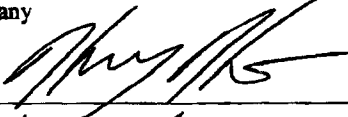
ShadeCraft, Inc., a Delaware corporation

By: _____
Armen Gharabegian
Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY

810 Walnut, LLC, a California limited liability company

By: 
Harry Kazarian
Manager

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Country	Trademark	Federal Application/ Registration Number	Application/ Registration Date
Shadecraft	U.S.	SHADECRAFT	87050387	5/26/2017
Shadecraft	U.S.	SHADECRAFT	87328289	2/8/2017
Shadecraft	U.S.	WEIGHTWEDGE	87047126	5/23/2016
Shadecraft	U.S.	SMARTSHADE	87047104	5/23/2016
Shadecraft	U.S.	MIMOSA	86706267	7/27/2015
Shadecraft	U.S.	AUTONOMOUS SHADING SOLUTIONS	87138469	8/15/2016
Shadecraft	U.S.	DANCE TO THE SUN	87138710	8/15/2016
Shadecraft	U.S.	SHADE, THE INTELLIGENT WAY	87139833	8/16/2016
Shadecraft	U.S.	INNOVATIVE SHADING SOLUTIONS	87140858	8/17/2016
Shadecraft	U.S.	BRINGING UMBRELLAS OUT OF THE DARK AGE	87142261	8/17/2016
Shadecraft	U.S.	WE DON'T WORSHIP THE SUN, OUR UMBRELLAS DO	87142283	8/17/2016
Shadecraft	U.S.	HELPING EVOLUTION ONE UMBRELLA AT A TIME	87142302	8/18/2016
Shadecraft	U.S.	HUMANS EVOLVED, SO SHOULD UMBRELLAS	87143737	8/18/2016
Shadecraft	U.S.	IT MOVES, SO YOU DON'T HAVE TO	87144821	8/19/2016
Shadecraft	U.S.	DESIGN IS IMPORTANT, INTELLIGENCE IS NECESSARY	87144910	8/19/2016
Shadecraft	U.S.	CHANGING THE WAY WE LIVE OUTDOORS	87145199[8/20/2016

		ONE UMBRELLA AT A TIME		
Shadecraft	U.S.	WELCOME TO THE OUTDOOR REVOLUTION	87145499	8/21/2016
Shadecraft	U.S.	AUTONOMOUS SHADING SYSTEMS THAT PROTECT YOU FROM THE SUN	87145503	8/21/2016
Shadecraft	U.S.	BEAUTY MEANS NOTHING WITHOUT BRAINS	87145567	8/21/2016
Shadecraft	U.S.	YES, IT MOVES	87146256	8/22/2016
Shadecraft	U.S.	WE DID NOT REINVENT THE WHEEL, WE APPLIED IT	87157722	9/1/2016
Shadecraft	U.S.	DESIGN IS IMPORTANT, AUTOMATION IS NECESSARY	87157726	9/1/2016
Shadecraft	U.S.	VITAMIN D THE RIGHT WAY	87146272	8/22/2016
Shadecraft	U.S.	SMART SHADING SOLUTIONS	87149578	8/24/2016
Shadecraft	U.S.	SHADECRAFT LABS	87182125	9/24/2016
Shadecraft	U.S.	SHADECRAFT LAB	87182351	9/25/2016
Shadecraft	U.S.	SUNFLOWER	87183238	9/26/2016
Shadecraft	U.S.	CHRONOS	87195706	10/6/2016
Shadecraft	U.S.	BEETLE	87195472	10/6/2016
Shadecraft	U.S.	BEETLE DRONE	87195671	10/6/2016
Shadecraft	U.S.	STEP OUTSIDE	87260822	12/7/2016
Shadecraft	U.S.	SUNFLOWER LOGO (Only)	87261346	12/8/2016
Shadecraft	U.S.	SUNFLOWER LOGO + SUNFLOWER NAME (Design)	87263636	12/9/2016
Shadecraft	U.S.	STEP OUTSIDE YOUR COMFORT ZONE	87268621	12/14/2016
Shadecraft	U.S.	IoT - STEP OUTSIDE	87268973	12/14/2016

Shadecraft	U.S.	IoT, STEP OUTSIDE	87268990	12/14/2016
Shadecraft	U.S.	STEP INSIDE	87269284	12/15/2016
Shadecraft	U.S.	SMART HOME - STEP OUTSIDE	87269287	12/15/2016
Shadecraft	U.S.	STEP OUT	87270830	12/16/2016
Shadecraft	U.S.	SMART HOME, STEP OUTSIDE	87270834	12/16/2016
Shadecraft	U.S.	THE LANDSCAPE HAS CHANGED	87280958	12/26/2016
Shadecraft	U.S.	#SHADECRAFT	87286878	2/2/2017
Shadecraft	U.S.	#SUNFLOWERROBOT	87286882	2/2/2017
Shadecraft	U.S.	SUNFLOWERROBOT	87294432	1/9/2017
Shadecraft	U.S.	S (Logo Only)	87202797	10/13/2016
Shadecraft	U.S.	SHADECRAFT ROBOTICS	87355304	3/2/2017
Shadecraft	U.S.	SHADECRAFT ROBOTICS	87355267	3/1/2017
Shadecraft	U.S.	DESERT HAWK	87362389	3/7/2017
Shadecraft	U.S.	DESERT HAWK	87362592	3/8/2017
Shadecraft	U.S.	LEAF ROBOT	87534986	7/19/2017
Shadecraft	U.S.	SHADE PERFECTED	87550412	7/31/2017
Shadecraft	U.S.	SUNSHADE PERFECTED	87550424	7/31/2017
Shadecraft	Canada	SHADECRAFT	1,803,013	10/3/2016
Shadecraft	Canada	SUNFLOWER	1,818,705	1/18/2017
Shadecraft	Canada	STEP OUTSIDE	1,820,584	1/31/2017
Shadecraft	Australia	SHADECRAFT	1,800,418	10/3/2016
Shadecraft	Australia	STEP OUTSIDE	1,822,971	1/31/2017
Shadecraft	Australia	SUNFLOWER	1,821,363	1/18/2017

Shadecraft	Europe	SHADECRAFT	16275431	10/3/2016
Shadecraft	Europe	SUNFLOWER	16284168	1/18/2017
Shadecraft	Europe	STEP OUTSIDE	16295925	1/31/2017

Trade Names

Shadecraft

Shadecraft Robotics

Common Law Trademarks

Shadecraft, Inc. does not have any common law trademarks.

Trademark Licenses

No trademark licenses have been granted by Shadecraft, Inc.

Shadecraft, Inc. is not the licensee with respect to any trademark licenses.