

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Subordination Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BDP HOLDINGS, LLC		12/09/2017	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	ROSENTHAL & ROSENTHAL, INC.		
Street Address:	1370 BROADWAY		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3657322	G-FORM	
Registration Number:	4768891	G-FORM	
Registration Number:	4936949	G-FORM	
Registration Number:	4609990	GF	
Registration Number:	4936948	G F	
Registration Number:	4951494	RPT	
Registration Number:	4359806	EXTREME SLEEVE	
Registration Number:	3063217	XTREME	
Serial Number:	85679515	SHOCKGEL	
Registration Number:	4813243	PERIMETER	
Serial Number:	85539819	EXTREME	
Serial Number:	85539832	EXTREME SLEEVE	
CORRESPONDENCE DATA			
Fax Number:	7327266603		
<i>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.</i>			
Email:	sbordon@wilentz.com		
Correspondent Name:	Rosenthal & Rosenthal, Inc.		
Address Line 1:	1370 Broadway		
Address Line 4:	New York, NEW YORK 10003		
TRADEMARK			

CH \$315.00 3657322

ATTORNEY DOCKET NUMBER:	164946.004
NAME OF SUBMITTER:	Ronald L. Roberts
SIGNATURE:	/rlr/
DATE SIGNED:	12/13/2017

Total Attachments: 16

source=Agreement of Subordination BDP Holdings LLC effective December 13 2017#page1.tif
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Effective Date: December 13, 2017

AGREEMENT OF SUBORDINATION

In order to induce ROSENTHAL & ROSENTHAL, INC., a New York corporation (hereinafter called "Lender"), its successors, or assigns, from time to time to make loans and advances and extend other financial accommodations to or for the account of G-Form, LLC, a Rhode Island limited liability company, having a principal place of business at 233 Richmond Street, Providence, RI 02903, and Polyworks, LLC, a Rhode Island limited liability company, having a principal place of business at 1 Tupperware Drive, North Smithfield, RI 02896, their successors or assigns (hereinafter called "Debtor"), BDP Holdings, LLC a Rhode Island limited liability company having its principal office at 360 Rt. 101, Suite 13C, Bedford, NH 03110 (hereinafter called "Creditor"), hereby agrees that all indebtedness now or hereafter due to Creditor from Debtor, and all interest accrued or that may hereafter accrue thereon, including, but not limited to, indebtedness, liabilities and obligations (whether payment or performance) including a revolving line of credit (the "Line") pursuant to an Amended and Restated Revolving Credit Loan and Security Agreement dated as of December 7, 2015, as subsequently amended, and as the same may be further extended, amended or refinanced (the "Junior Debt") shall not be payable, and that no payment on account of the Junior Debt, nor any security therefor, nor any loan from Debtor, nor any offset by Debtor, shall be received, accepted or retained by Creditor unless and until Debtor has indefeasibly paid and satisfied in full all of its Obligations (as defined in the Financing Agreement between Debtor and Lender, dated December 13, 2017, as it may be subsequently amended (the "Financing Agreement")); and Debtor agrees not to make payment or to give any security to Creditor except in conformity herewith and in the event that it has been or hereafter is granted any security interest in or collateral for the Junior Debt such security interest in and/or collateral for is hereby deemed to be and shall be subject and subordinate in all respect to the interests of Lender therein and Creditor shall not be entitled to exercise any remedies as secured Lender with respect thereto, including, but not limited to, UCC financing statement 201313257640 and the security interests with respect to the intellectual property set forth on the attachment hereto and filed in the United States Patent and Trademark Office and United States Copyright Office, which perfected security interests with reference to the Junior Debt; and consistent therewith, Debtor and Creditor acknowledge and consent to the recording of the attached UCC-3 financing statement. Creditor waives any and all notice of the creation, modification, renewal or extension or accrual of any Obligations. Notwithstanding the foregoing, as long as no Default (as defined in the Financing Agreement) shall have occurred and be continuing, Debtor shall be permitted to make regularly scheduled payments of interest on the Junior Debt, and payments of principal and re-borrow funds under the Line. Creditor hereby consents that, without notice to or further assent by Creditor, the Obligations may from time to time, in whole or in part, be renewed, extended, modified, compromised or released by Lender, as it may deem advisable, and that any collateral for the Obligations may from time to time, in whole or in part, be exchanged, sold, surrendered or released by Lender, as it may deem advisable, all without impairing, abridging, affecting or releasing the subordination contained in this agreement.

Should any payment or distribution or security or proceeds on or for the Junior Debt be received by Creditor for or on account of the Junior Debt, prior to the satisfaction of the Obligations, Creditor will forthwith assign, endorse and deliver same to Lender, in precisely the form received (except for Creditor's endorsement where necessary), for application to payment of the Obligations, and until so delivered, same shall be held in trust by Creditor as the property of Lender; in the event of the failure of Creditor to endorse or assign any security or instrument for the payment of money, so received by Creditor or payable to Creditor's order, Lender or any officer or employee thereof is hereby irrevocably constituted and appointed attorney-in-fact for Creditor, with full power to make any such endorsement or assignment and with full power of substitution.

Creditor represents and warrants to Lender that (i) Creditor is solvent and has granted no security interest in and has made no prior transfer or assignment of the Junior Debt and (ii) no consent of any other party is required to render this Agreement effective. Creditor further covenants and agrees that Creditor will grant no security interest in or transfer of (except to Lender) any Junior Debt, whether now existing or hereafter arising unless and until the Obligations have been paid in full. Creditor and Debtor represent to Lender that the presently outstanding amount of the Junior Debt is \$23,000,000, which is owing without counterclaim, defense or offset, and which Junior Debt may be extended, amended or refinanced.

Debtor hereby agrees that it will render to Lender upon demand from time to time a statement of the unpaid balance of the Junior Debt and that it will duly comply with and perform each and every of the terms of this agreement on its part required to be performed. Debtor agrees that in any action by Lender to enforce payment of the Junior Debt by Debtor, Debtor shall not assert against Lender any offsets, defenses or counterclaims it may have against Creditor or Lender. DEBTOR AND CREDITOR AGREE THAT THEIR BOOKS AND RECORDS WILL APPROPRIATELY SHOW THAT THE JUNIOR DEBT IS SUBJECT TO THIS AGREEMENT. CREDITOR AND DEBTOR WAIVE A TRIAL BY JURY AND A RIGHT TO INTERPOSE ANY COUNTERCLAIM OR OFFSET OF ANY NATURE OR DESCRIPTION IN ANY LITIGATION ARISING OUT OF OR RELATING TO THE JUNIOR DEBT OR THIS SUBORDINATION. In the event Lender shall retain or engage an attorney or attorneys to collect or enforce or protect its interests with respect to this agreement or the Junior Debt, all of the costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees, shall be payable by each Creditor or Debtor against whom such collection, enforcement or protection is sought.

In the event of a breach by either Debtor or Creditor in the performance of any of the terms of this agreement, all of the Obligations shall, any other agreement to the contrary notwithstanding and without notice or demand, become immediately due and payable, at Lender's option. Notwithstanding the foregoing, in the event that there is (i) an acceleration of the Obligations in accordance with the Financing Agreement, (ii) a Default (as such term is defined in the Financing Agreement) or a default under any other Loan Document (as such term is defined in the Financing Agreement) that is not cured, or waived by Lender, or (iii) the commencement of an action by Lender to foreclose, execute, levy, collect on, take possession or control of, sell or otherwise realize upon or dispose of any collateral for the Obligations, or otherwise enforce a security interest or exercise any other right or remedy, as a secured creditor or otherwise, or in the event of an insolvency or bankruptcy proceeding, against the Borrower or any guarantor of the Obligations, Creditor may exercise an option to purchase all, but not less than all, of the Obligations by a written notice to Lender that states that Creditor wishes to purchase the full amount of the Obligations as calculated and determined by Lender and designates a date on which the purchase will occur, that is at least five (5) but not more than twenty (20) business days after Lender's receipt of such written notice. Lender has the right to accept or reject such exercise and on such terms in Lender's sole and absolute discretion by a notice to Creditor within ten (10) Business Days after Lender's receipt of the notice from Creditor, provided, however, that if the offer is for payment in full at closing of purchase of all Obligations owed to Lender, Lender shall accept such purchase exercise by Creditor. Neither notice nor the responses thereto will impair or impede the exercise by Lender and Creditor of their rights and remedies herein. In the event that Lender elects to accept the option to purchase, then the purchase and sale of the Obligations will be without recourse and without any representation or warranty whatsoever by Lender, except that Lender will represent and warrant that, as of the date of Creditor's purchase of the Obligations, Lender:

- a. owns the Obligations free and clear of all liens (other than participation interests not prohibited by the Financing Agreement, in which case the purchase price will be appropriately adjusted so that Creditor does not pay amounts represented by participation interest), and

- b. has the right to convey whatever claims and interests it may have in respect of the Obligations.

Borrower and any guarantor hereby consent to any such sale and to the execution of such necessary consent to any assignment or bill of sale effected pursuant hereto.

No waiver shall be deemed to be made by Lender of any of its rights hereunder unless same shall be in writing and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair Lender's rights and/or the obligations of Creditor to it in any other respect or at any other time, nor shall same establish a course of conduct. This agreement may not be modified or amended without the prior written consent of Lender.

Each Creditor or Debtor not a resident of the State of New York or qualified to do business in New York, hereby irrevocably consents to the jurisdiction of the Courts of the State of New York and of any Federal Court located in such State in connection with any action or proceeding arising out of or relating to this agreement or the Junior Debt. In any such litigation such Creditor or Debtor, as the case may be, waives personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified or registered mail directed to such party at the last known address appearing on the records of Lender. Within 30 days after such mailing, the party so served shall appear or answer to such summons, complaint or other process. Should the party so served fail to appear or answer within said 30-day period, such party shall be deemed in default and judgment may be entered by Lender against such party for the amount as demanded in any summons, complaint or other process so served.

In the event of any inconsistency between this document and any agreement executed by and between Creditor and Lender, or in favor of Creditor, which evidences the Junior Debt, this Agreement shall control.

This Agreement shall be binding upon the undersigned and the legal representatives, successors and assigns of the undersigned and shall be governed by and construed in accordance with the Laws of the State of New York.

[Remainder of Page Left Intentionally Blank-Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused these presents to be properly executed on December 6, 2017.

G-FORM, LLC (Debtor)

By: Gregory Scorpio
Name: Gregory Scorpio
Title: Vice President of Finance

BDP HOLDINGS, LLC (Creditor)

By: _____
Name: Ronald L. Roberts
Title: Sole Managing Member

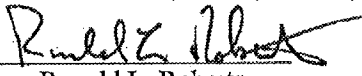
Signature Page to Agreement of Subordination and Assignment – BDP Holdings, LLC

IN WITNESS WHEREOF, each of the undersigned has caused these presents to be properly executed on December 9, 2017.

G-FORM, LLC (Debtor)

By: _____
Name: Gregory Scorpio
Title: Vice President of Finance

BDP HOLDINGS, LLC (Creditor)

By: 
Name: Ronald L. Roberts
Title: Sole Managing Member

Signature Page to Agreement of Subordination and Assignment – BDP Holdings, LLC

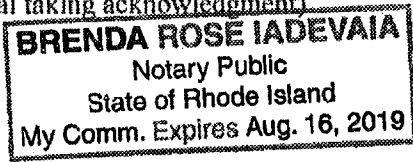
STATE OF RHODE ISLAND)

COUNTY OF Kent) : ss.:

On the 6 day of December, in the year 2017, before me, the undersigned, personally appeared Gregory Scorio, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Brenda R Iadevaia
(Signature and Office of Individual taking acknowledgment)

[NOTARY STAMP]



STATE OF NEW HAMPSHIRE)

COUNTY OF) : ss.:

On the ____ day of December, in the year 2017, before me, the undersigned, personally appeared Ronald L. Roberts, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Signature and Office of Individual taking acknowledgment)

[NOTARY STAMP]

STATE OF RHODE ISLAND)

; ss.:

COUNTY OF)

On the ____ day of December, in the year 2017, before me, the undersigned, personally appeared Gregory Scorpio, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Signature and Office of Individual taking acknowledgment)

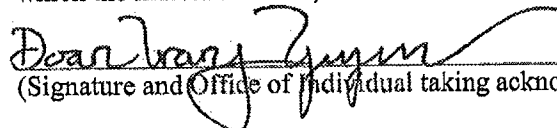
[NOTARY STAMP]

STATE OF NEW HAMPSHIRE)

; ss.:

COUNTY OF HILLSBOROUGH)

On the 9th day of December, in the year 2017, before me, the undersigned, personally appeared Ronald L. Roberts, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


(Signature and Office of Individual taking acknowledgment)

[NOTARY STAMP]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Shelly Bordon, Corporate Paralegal (732) 855-6128
B. E-MAIL CONTACT AT FILER (optional) sbordon@wilentz.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Paul Shur, Esq. Wilentz, Goldman & Spitzer, P.A. 110 William Street, 26th Floor New York, NY 10038-3927

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 201313257640 filed 11/27/13	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
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2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record
AND Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

Secured Party hereby authorizes and consents that the lien and the priority of initial financing statement #201313257640 is hereby subordinated in favor of the lien and priority of Rosenthal & Rosenthal, Inc. in initial financing statement #201718853500 filed 11/28/2017.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME BDP Holdings, LLC				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
File with: Rhode Island Department of State Document # 9594711

SCHEDULE A

(Trademarks and Domain Names in the United States)

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Serial/Reg. No.</u>	<u>Filing Date</u>	<u>Subordinated Security Interest</u>
G-Form, LLC	G-Form	3657322	December 31, 2008	BDP Holdings, LLC
G-Form, LLC	G-Form	4936949	January 11, 2011	BDP Holdings, LLC
G-Form, LLC	G-Form	4768891	June 16, 2011	BDP Holdings, LLC
G-Form, LLC	GF Logo	4609990	August 2, 2010	BDP Holdings, LLC
G-Form, LLC	GF Logo	4936948	January 5, 2011	BDP Holdings, LLC
G-Form, LLC	RPT	4951494	January 11, 2011	BDP Holdings, LLC
G-Form, LLC	Extreme Sleeve	4359806	August 18, 2011	BDP Holdings, LLC
G-Form, LLC	Xtreme	3063217	February 28, 2005	BDP Holdings, LLC
G-Form, LLC	Shockgel	85679515	July 17, 2012	BDP Holdings, LLC
G-Form, LLC	Perimeter	4813243	January 14, 2013	BDP Holdings, LLC
G-Form, LLC	<u>EXTREME</u>	85539819	February 10, 2012	BDP Holdings, LLC
G-Form, LLC	<u>EXTREME SLEEVE</u>	85539832	February 10, 2012	BDP Holdings, LLC

Domain Names

Domain Name	Expiration Date
G-FORM.PE	1/4/18
G-FORM.COM	1/5/18
g-form.us	1/12/18
g-form.us.com	1/12/18
g-form.xxx	1/12/18
gform.us	1/12/18
gform.us.com	1/12/18
gform.xxx	1/12/18
G-FORM.WORLD	1/14/18
GFORM.WORLD	1/14/18
G-FORM.COM.TW	3/3/18
polyworks-llc.com	3/7/18
THEEIGER.COM	5/3/18
GFORM.NET	5/6/18
G-FORM.FR	5/10/18
G-FORM.AM	5/11/18
G-FORM.ES	5/11/18
G-FORM.FM	5/11/18
G-FORM.GS	5/11/18
G-FORM.MS	5/11/18
G-FORM.SE	5/11/18
G-FORM.TC	5/11/18
G-FORM.TK	5/11/18
G-FORM.VG	5/11/18
GFORM.AM	5/11/18
GFORM.BE	5/11/18
GFORM.ES	5/11/18
GFORM.FM	5/11/18
GFORM.GS	5/11/18
GFORM.MS	5/11/18
GFORM.TC	5/11/18
GFORM.TK	5/11/18
GFORM.VG	5/11/18
g-form.cn.com	7/7/18
g-form.com.mx	7/7/18
g-form.de.com	7/7/18
g-form.eu.com	7/7/18
g-form.jp.com	7/7/18
gform.cn.com	7/7/18
gform.com.mx	7/7/18

Domain Name	Expiration Date
gform.eu.com	7/7/18
gform.jp	7/7/18
gform.jp.com	7/7/18
extreme-gform.be	7/8/18
extreme-gform.nl	7/8/18
EIGEER.COM	7/14/18
EIGER-CAM.COM	7/14/18
EIGERCAM.COM	7/14/18
EIGERCAM.NET	7/14/18
SHOCKGEL.INFO	7/14/18
SHOCKGEL.NET	7/14/18
SHOCKGEL.ORG	7/14/18
THE-EIGER.COM	7/14/18
EIGERCAM.INFO	7/15/18
EIGERCAM.ORG	7/15/18
GFORM.AT	7/16/18
G-FORM.CO.COM	7/19/18
G-FORM.BY	7/21/18
G-FORM.CZ	7/21/18
G-FORM.FI	7/21/18
G-FORM.IM	7/23/18
g-form.xyz	7/23/18
ROCKET-GEL.COM	7/27/18
ROCKETGEL.COM	7/27/18
ROCKETGEL.NET	7/27/18
ROCKETGEL.ORG	7/27/18
G-FORM.GR	8/4/18
G-FORMFOOTBALL.CO	8/4/18
G-FORMSOCCER.CO	8/4/18
GFORMFOOTBALL.CO	8/4/18
G-FORMFOOTBALL.CO.UK	8/5/18
G-FORMFOOTBALL.COM	8/5/18
G-FORMFOOTBALL.CZ	8/5/18
G-FORMFOOTBALL.ES	8/5/18
G-FORMFOOTBALL.IN	8/5/18
G-FORMFOOTBALL.INFO	8/5/18
G-FORMFOOTBALL.MOBI	8/5/18
G-FORMFOOTBALL.MX	8/5/18
G-FORMFOOTBALL.NET	8/5/18
G-FORMFOOTBALL.ORG	8/5/18

Domain Name	Expiration Date
<u>gform.de.com</u>	7/7/18
G-FORMSOCCER.AG	8/5/18
G-FORMSOCCER.BZ	8/5/18
<u>G-FORMSOCCER.CO.UK</u>	8/5/18
<u>G-FORMSOCCER.COM</u>	8/5/18
<u>G-FORMSOCCER.COM.ES</u>	8/5/18
G-FORMSOCCER.CZ	8/5/18
G-FORMSOCCER.ES	8/5/18
G-FORMSOCCER.IN	8/5/18
G-FORMSOCCER.INFO	8/5/18
G-FORMSOCCER.MOBI	8/5/18
G-FORMSOCCER.MX	8/5/18
<u>G-FORMSOCCER.NET</u>	8/5/18
<u>G-FORMSOCCER.ORG</u>	8/5/18
G-FORMSOCCER.TW	8/5/18
<u>GFORMFOOTBALL.CO.UK</u>	8/5/18
<u>GFORMFOOTBALL.COM</u>	8/5/18
<u>GFORMFOOTBALL.ES</u>	8/5/18
<u>GFORMFOOTBALL.IN</u>	8/5/18
GFORMFOOTBALL.INFO	8/5/18
GFORMFOOTBALL.MOBI	8/5/18
<u>GFORMFOOTBALL.NET</u>	8/5/18
<u>GFORMFOOTBALL.ORG</u>	8/5/18
<u>GFORMSOCCER.COM</u>	8/5/18
<u>GFORMSOCCER.ES</u>	8/5/18
GFORMSOCCER.INFO	8/5/18
GFORMSOCCER.MOBI	8/5/18
<u>GFORMSOCCER.NET</u>	8/5/18
<u>GFORMSOCCER.ORG</u>	8/5/18
<u>GFORM.UK</u>	10/8/18
<u>polyworks.org</u>	3/7/19
G-FORM.BIZ	3/17/19
G-FORM.CO	3/17/19
<u>GFORM.CO</u>	3/17/19
G-FORM.INFO	3/18/19
G-FORM.ME	3/18/19
G-FORM.MOBI	3/18/19
<u>G-FORM.NET</u>	3/18/19

Domain Name	Expiration Date
G-FORMFOOTBALL.TW	8/5/18
<u>G-FORM.ORG</u>	3/18/19
GFORM.INFO	3/18/19
GFORM.MOBI	3/18/19
<u>G-FORMHOCKEY.COM</u>	3/25/19
<u>GFORMHOCKEY.COM</u>	3/25/19
<u>g-formdealer.com</u>	3/30/19
G-FORM.NU	5/10/19
<u>GFORM.NU</u>	5/10/19
<u>BFORM.BZ</u>	5/11/19
G-FORM.AG	5/11/19
G-FORM.BZ	5/11/19
G-FORM.IN	5/11/19
G-FORM.MX	5/11/19
G-FORM.TW	5/11/19
<u>GFORM.AG</u>	5/11/19
<u>GFORM.CO.UK</u>	5/11/19
<u>GFORM.IN</u>	5/11/19
<u>GFORM.MX</u>	5/11/19
<u>GFORM.TW</u>	5/11/19
<u>GEL-SHOCK.COM</u>	7/14/19
<u>GELSHOCK.COM</u>	7/14/19
<u>SHOCK-GEL.COM</u>	7/14/19
G-FORM.CA	9/16/19
<u>GFORM.EU</u>	10/31/19
<u>GFORM.ORG</u>	1/25/20

SCHEDULE B

(Utility Patents in United States)

<u>Patent</u>	<u>Owner</u>	<u>Patent No./Status</u>	<u>Application No.</u>	<u>Date Filed</u>	<u>Publication Date</u>	<u>Subordinated Security Interest</u>
Flexible cushioning pads, items incorporation such pads, and methods of making and using	G-Form, LLC	9782662	13208229	August 11, 2011	April 12, 2012	BDP Holdings, LLC
Flexible cushioning pads, items incorporating such pads, and methods of making and using	G-Form, LLC	9770642	15208581	July 12, 2016	September 26, 2017	BDP Holdings, LLC
Flexible cushioning pads, items incorporating such pads, and methods of making and using	G-Form, LLC	Allowed	15208584	July 12, 2016	November 3, 2016	BDP Holdings, LLC
Protective case and methods of making	G-Form, LLC	9182785	13447093	April 13, 2012	October 18, 2012	BDP Holdings, LLC
Slideable and abrasion resistant flexible impact absorbing cushioning pads, clothing incorporating such pads, and methods of making	G-Form, LLC	Published	13618610	September 14, 2012	March 14, 2013	BDP Holdings, LLC
Protective edge inserts, cases including such inserts and methods of making and using	G-Form, LLC	9238540	13657057	October 22, 2012	May 2, 2013	BDP Holdings, LLC
Protective edge inserts, cases	G-Form, LLC	Published	14964535	December 9, 2015	July 14, 2016	BDP Holdings,

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including such inserts and methods of making and using						LLC (Continuation of '785 Patent)
Cushioning medallions, methods of making and methods of using	G-Form, LLC	8091963	13155664	June 8, 2011	September 29, 2011	BDP Holdings, LLC
Breathable impact absorbing cushioning and constructions thereof	G-Form, LLC	9615611	14375091	July 28, 2014	March 26, 2015	BDP Holdings, LLC
Breathable impact absorbing cushioning and constructions thereof	G-Form, LLC	Pending	15446662	March 1, 2017	June 22, 2017	BDP Holdings, LLC
Protective impact absorbing structures with internal reinforcement and materials thereof	G-Form, LLC	Published	15297101	October 18, 2016	February 9, 2017	BDP Holdings, LLC
Improved Cushioning Materials	G-Form, LLC	Pending	62447658	January 18, 2017	Not yet published	BDP Holdings, LLC
Methods of Making Polymeric Materials and Polymeric Materials formed thereby	Polyworks, LLC	Pending	11644266	December 23, 2006	February 14, 2008	BDP Holdings, LLC
Methods of Making Polymeric Materials and Polymeric Materials formed thereby	Polyworks, LLC	7827704	11712729	February 28, 2007	February 28, 20017	BDP Holdings, LLC

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Methods of Making Polymeric Materials and Polymeric Materials formed thereby	Polyworks, LLC	8453348	12939048	November 3, 2010	June 4, 2013	BDP Holdings, LLC
DEEP DRAW METHOD OF MAKING IMPACT AND VIBRATION ABSORBING STRUCTURES	Polyworks, LLC	9254591	12423174	April 14, 2009	October 15, 2009	BDP Holdings, LLC
DEEP DRAW METHOD OF MAKING IMPACT AND VIBRATION ABSORBING STRUCTURES	Polyworks, LLC	Published	14982396	December 29, 2	April 21, 2016	BDP Holdings, LLC
MOLDING SYSTEM, METHOD AND ARTICLES FORMED THEREBY	Polyworks, LLC	Published	14942981	November 16, 2015	May 19, 2016	BDP Holdings, LLC

(Design Patents in United States)

<u>Patent</u>	<u>Owner</u>	<u>Application No.</u>	<u>Date Filed</u>	<u>Patent No.</u>	<u>Subordinated Security Interest</u>
Protective case for an electronic device	G-Form, LLC	29396104	June 24, 2011	D672558	BDP Holdings, LLC
Diamond design (protective case for an electronic device)	G-Form, LLC	29396106	June 24, 2011	D671745	BDP Holdings, LLC
S3 design (protective case for an electronic device)	G-Form, LLC	29428541	July 31, 2012	D716782	BDP Holdings, LLC
Soccer shin guard	G-Form, LLC	29429962	August 20, 2012	D684323	BDP Holdings, LLC
iPhone triple layer (protective case for an electronic device)	G-Form, LLC	29434157	October 10, 2012	D716280	BDP Holdings, LLC
Mixed martial arts shorts	G-Form, LLC	29438964	December 5, 2012	D721871	BDP Holdings, LLC
Mixed martial arts shin guard	G-Form, LLC	29438893	December 4, 2012	D693064	BDP Holdings, LLC
Eiger design (protective case for an electronic device)	G-Form, LLC	29441558	January 7, 2013	D717287	BDP Holdings, LLC
Baseball elbow guard	G-Form, LLC	29532737	July 9, 2015	D775430	BDP Holdings, LLC
Soccer shin guard	G-Form, LLC	29550925	January 8, 2016	D782119	BDP Holdings, LLC
Soccer Ankle Guard	G-Form, LLC	29551990	January 19, 2016		BDP Holdings, LLC
Protective Pad	G-Form, LLC	29576113	August 31, 2016		BDP Holdings, LLC
Protective Pad	G-Form, LLC	29576123	August 31, 2016		BDP Holdings, LLC
BackProtection Baselayer Vest	G-Form, LLC	29614002	August 15, 2017		BDP Holdings, LLC
Design for Thumb Guard	G-Form, LLC	29610775	July 14, 2017		BDP Holdings, LLC
Design for Pro Batter's Gloves	G-Form, LLC	29610784	July 14, 2017		BDP Holdings, LLC
Design for Pro Trail Glove	G-Form, LLC	29610787	July 14, 2017		BDP Holdings, LLC

Schedule C

(Copyrights in the United States)

Owner	Title	Registration No:	Date Filed	Subordinated Security Interest
G-Form, LLC	G-Form Collection #1 (iPad case/Samsung phone)	VAu001182179	July 31, 2012	BDP Holdings, LLC
G-Form, LLC	iPhone 5 triple layer case	VAu00116278	October 19, 2012	BDP Holdings, LLC
G-Form, LLC	G-Form Collection #2	VAu001128118	January 7, 2012	BDP Holdings, LLC
G-Form, LLC	iPhone 5 case – active	VAu001202062	September 13, 2013	
G-Form, LLC	Gen2 Bike Pads	VAu001202064	September 13, 2013	
G-Form, LLC	iPhone 5 cases – pro, bumper	VAu0001884890	September 13, 2013	
G-Form, LLC	G-Form elbow pad	VAu001264144	May 27, 2016	
G-Form, LLC	Design 7016	VAu001286900	August 25, 2016	
G-Form, LLC	Design 7017	VAu001286898	August 25, 2016	
G-Form, LLC	Design 7031-101	VAu001259026	September 20, 2016	
G-Form, LLC	Design 7032-101	VAu001259022	September 20, 2016	
G-Form, LLC	Design 7033-101	VAu001259023	September 20, 2016	
G-Form, LLC	Design 7034-101	VAu001259073	September 20, 2016	
G-Form, LLC	Design 735-101	VAu001259027	September 20, 2016	
G-Form, LLC	Design 7036-101	VAu001259028	September 28, 2016	
G-Form, LLC	Design 7023-100	VAu1266037	September 20, 2016	
G-Form, LLC	Design 7023-101	VAu001266038	September 20, 2016	
G-Form, LLC	Design 7026-100	VAu001284819	January 5, 2017	
G-Form, LLC	Design 7026-101	VAu001284821	January 5, 2017	
G-Form, LLC	Design 7027-100	VAu001285210	January 6, 2017	
G-Form, LLC	Design 7027-101	VAu001285206	January 6, 2017	
G-Form, LLC	Design 7027-102	VAu001285205	January 6, 2017	
G-Form, LLC	Design 7027-103	VAu001285217	January 6, 2017	
G-Form, LLC	Design 7027-104	VAu001285196	January 6, 2017	
G-Form, LLC	Design 7027-105	VAu001285197	January 6, 2017	
G-Form, LLC	Design 7027-106	VAu001285220	January 6, 2017	
G-Form, LLC	Design 7028-100	VAu001285203	January 6, 2017	
G-Form, LLC	Design 7028-101	VAu001285198	January 6, 2017	
G-Form, LLC	Design 7028-102	VAu001285219	January 6, 2017	
G-Form, LLC	Design 7028-103	VAu001285192	January 6, 2017	
G-Form, LLC	Design 7030-100	VAu001266040	September 20, 2016	
G-Form, LLC	Design 7030-101	VAu001266039	September 20, 2016	
G-Form, LLC	Design 7031-100	VAu001266036	September 20, 2016	
G-Form, LLC	Design 7032-100	VAu001271052	September 20, 2016	
G-Form, LLC	Design 7033-100	VAu001271050	September 20, 2016	
G-Form, LLC	Design 7034-100	VAu001271049	September 20, 2016	
G-Form, LLC	Design 7035-100	VAu001271048	September 20, 2016	
G-Form, LLC	Design 7036-100	VAu001271047	September 28, 2016	
G-Form, LLC	Design 7042-100	VAu001284822	January 5, 2017	
G-Form, LLC	Design 7042-101	VAu001284827	January 5, 2017	