

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483323

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Incase Designs Corp.		07/06/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 S. Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5469687	VIA	
Registration Number:	5471083	NOVI	
Registration Number:	5470862	INCASE ICON	
Registration Number:	5135787		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	3127018755		
Email:	ccronin@mayerbrown.com		
Correspondent Name:	Courtney Cronin		
Address Line 1:	71 s wacker		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Courtney E. Cronin		
SIGNATURE:	/Courtney Cronin/		
DATE SIGNED:	07/25/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of July 6, 2018, is made by INCASE DESIGNS CORP., a California corporation (together with its successors and assigns, the “Grantor”) and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent (“Administrative Agent”), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

RECITALS:

WHEREAS, Grantor is a party to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”) by and among the Grantor, the other grantors named therein, the financial institutions from time to time party thereto (collectively, the “Lenders”) and Administrative Agent, in which the Lenders have agreed to make certain Loans to Borrower.

WHEREAS, pursuant to that certain Guaranty and Collateral Agreement dated as of the date hereof in favor of Administrative Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Collateral Agreement”), Grantor has granted to Administrative Agent for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (including all right, title and interest of Grantor in, to and under the trademark Collateral described below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Guaranty and Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: “Company Obligations,” “Guarantor Obligations” and “Proceeds.”

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Company Obligations and the Guarantor Obligations, Grantor hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Lenders and the Bank Product Providers and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all right, title and interest of Grantor in and to certain Collateral, whether now existing or hereafter acquired, which includes the following:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by Grantor, any registration or recording of the

foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those trademark registrations and applications listed on Exhibit A to this Agreement);

- (ii) all renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing; and
- (v) all Proceeds of any and all of the foregoing.

1. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Administrative Agent primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

2. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

3. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

INCASE DESIGNS CORP., a California corporation

By: 

Name: Andy Fattolucci

Title: CEO

AGREED AND ACCEPTED:

this 6th day of July, 2018

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,

as Administrative Agent

By: 


Name: Nathaniel C. Harrell

Title: Director

[Signature Page to Trademark Security Agreement]

EXHIBIT A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>
VIA	5469687	05/15/2018	87659168	10/25/2017
NOVI	5471083	05/15/2018	87420830	04/21/2017
INCASE ICON	5470862	05/15/2018	87368739	03/13/2017
	5135787	02/07/2017	86936964	03/11/2016