

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INCIPIO, LLC		07/06/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 81			
Property Type	Number	Word Mark	
Serial Number:	87721069	ESQUIRE	
Serial Number:	87404938	HAVEN	
Serial Number:	87393053	ESQUIRE SERIES	
Serial Number:	87411567	PLEX HD	
Serial Number:	86974279	BREVE	
Registration Number:	4467488	MAJOR	
Registration Number:	4452211	FLETCH	
Registration Number:	4463576	DIGITS	
Registration Number:	4463577	PENTRY	
Registration Number:	4463578	66/33	
Registration Number:	4463483	PHENOM	
Registration Number:	5261876	TALK IS CHIC	
Registration Number:	5261778	COMMANDKIT	
Registration Number:	4856820	TUXEN	
Registration Number:	4847746	CLARION	
Registration Number:	5153502	FARADAY	
Registration Number:	4707582	CLAMCASE	
Registration Number:	5100740	TRUMAN	
Registration Number:	4598935	FOCAL	
TRADEMARK			

OP \$2040.00 87721069

Property Type	Number	Word Mark
Registration Number:	4544232	DRONE
Registration Number:	4863451	CLAMBOOK
Registration Number:	4688991	COGEN
Registration Number:	3949241	CLAMCASE
Registration Number:	4480666	INCIPIO
Registration Number:	4389525	ATLAS
Registration Number:	4389469	STASHBACK
Registration Number:	4389463	FREQUENCY
Registration Number:	4312747	CORE CASES
Registration Number:	4366938	FEATHER
Registration Number:	4369857	DUALPRO
Registration Number:	4261493	HIGHWIRE
Registration Number:	4261343	DOZER
Registration Number:	4261301	FOREMAN
Registration Number:	4348742	OFFGRID
Registration Number:	4188095	SPECIALIST
Registration Number:	4227383	RESPONSE
Registration Number:	4140370	STOWAWAY
Registration Number:	4227056	CODE
Registration Number:	4313814	KICKSNAP
Registration Number:	4073802	PLEX
Registration Number:	4019505	DELTA
Registration Number:	4132882	INVERT
Registration Number:	4129637	TRIAD
Registration Number:	4132885	STEP
Registration Number:	4092131	BIGSHOW
Registration Number:	3981657	BOMBPROOF
Registration Number:	3957767	HIVE
Registration Number:	3957491	MICROTEXTURE
Registration Number:	3923159	XENON
Registration Number:	3925674	QUICKCHECK
Registration Number:	3937907	THE OX
Registration Number:	3937909	UNDERGROUND
Registration Number:	3956082	DESTROYER
Registration Number:	3923156	DOTTIES
Registration Number:	3925668	TEK-NICAL
Registration Number:	4099806	PREDATOR
Registration Number:	3925296	EDGE

Property Type	Number	Word Mark
Registration Number:	3933606	HONU
Registration Number:	3888922	NGP
Registration Number:	3888923	1337
Registration Number:	3852264	INCIPIO LAB
Registration Number:	3725551	TRIBAL
Registration Number:	3887149	THE ART OF PROTECTION
Registration Number:	3887150	THE ART OF PROTECTION
Registration Number:	4024376	HIPSTER
Registration Number:	3626944	[OVRMLD]
Registration Number:	3623012	[PERFORMANCE]
Registration Number:	3622872	FEATHER
Registration Number:	3606058	TONIC
Registration Number:	3602443	ECO CASE
Registration Number:	3606035	SILICRYLIC
Registration Number:	3606026	
Registration Number:	3791922	KICKSTAND
Registration Number:	3606017	DERMASHOT
Registration Number:	3638230	INCIPIO
Registration Number:	5423469	PROTECT AGAINST THE DROP
Registration Number:	5423315	DELTA
Registration Number:	5330930	REPRIEVE
Registration Number:	5287418	INCIPIO
Registration Number:	5324809	HOLDEN
Registration Number:	5331749	KIDDY LOCK

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: 3122014000
Email: kristina.bunker@goldbergkohn.com
Correspondent Name: Goldberg Kohn Ltd. c/o Kristina Bunker
Address Line 1: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Kristina Bunker
SIGNATURE:	/kb/
DATE SIGNED:	07/10/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of July 6, 2018, is made by INCIPIO, LLC, a Delaware limited liability company (together with its successors and assigns, the "Grantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, 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.

3. 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.

4. 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.


5. 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:

INCIPIO, LLC, a Delaware limited liability company

By: 
Name: Andy Pappalardo
Title: CEO

AGREED AND ACCEPTED:

this 6th day of July, 2018

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**


By: _____

Name: *Pauley Petrucci*

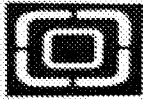
Title: *Authorized Signatory*

EXHIBIT A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
ESQUIRE	87721069 14-DEC-2017		Pending	INCIPIO, LLC
HAVEN	87404938 10-APR-2017		Pending	INCIPIO, LLC
ESQUIRE SERIES	87393053 30-MAR-2017		Pending	INCIPIO, LLC
PLEX HD	87411567 14-APR-2017		Published (Pending)	INCIPIO, LLC
BREVE	86974279 13-APR-2016		Published (Pending)	INCIPIO, LLC
MAJOR	85733001 19-SEP-2012	4467488 14-JAN-2014	Registered	INCIPIO, LLC
FLETCH	85699007 08-AUG-2012	4452211 17-DEC-2013	Registered	INCIPIO, LLC
DIGITS	85699009 08-AUG-2012	4463576 07-JAN-2014	Registered	INCIPIO, LLC
PENTRY	85699010 08-AUG-2012	4463577 07-JAN-2014	Registered	INCIPIO, LLC
66/33	85699012 08-AUG-2012	4463578 07-JAN-2014	Registered	INCIPIO, LLC
PHENOM	85650687 13-JUN-2012	4463483 07-JAN-2014	Registered	INCIPIO, LLC
TALK IS CHIC	86854602 18-DEC-2015	5261876 08-AUG-2017	Registered	INCIPIO, LLC
COMMANDKIT	86804111 29-OCT-2015	5261778 08-AUG-2017	Registered	INCIPIO, LLC
TUXEN	86468292 01-DEC-2014	4856820 17-NOV-2015	Registered	INCIPIO, LLC
CLARION	86468301 01-DEC-2014	4847746 03-NOV-2015	Registered	INCIPIO, LLC
FARADAY	86468297 01-DEC-2014	5153502 07-MAR-2017	Registered	INCIPIO, LLC
CLAMCASE 	86346864 24-JUL-2014	4707582 24-MAR-2015	Registered	INCIPIO, LLC
TRUMAN	86242909 04-APR-2014	5100740 13-DEC-2016	Registered	INCIPIO, LLC
FOCAL	86117176 12-NOV-2013	4598935 02-SEP-2014	Registered	INCIPIO, LLC
DRONE	85732981 19-SEP-2012	4544232 03-JUN-2014	Registered	INCIPIO, LLC
CLAMBOOK	85566300 11-MAR-2012	4863451 01-DEC-2015	Registered	INCIPIO, LLC
COGEN	85443280 10-OCT-2011	4688991 17-FEB-2015	Registered	INCIPIO, LLC
CLAMCASE	85032024 06-MAY-2010	3949241 19-APR-2011	Registered	INCIPIO, LLC

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
INCIPIO	85969267 25-JUN-2013	4480666 11-FEB-2014	Registered	INCIPIO, LLC
ATLAS	85722288 06-SEP-2012	4389525 20-AUG-2013	Registered	INCIPIO, LLC
STASHBACK	85704621 15-AUG-2012	4389469 20-AUG-2013	Registered	INCIPIO, LLC
FREQUENCY	85701857 13-AUG-2012	4389463 20-AUG-2013	Registered	INCIPIO, LLC
CORE CASES	85697311 07-AUG-2012	4312747 02-APR-2013	Registered	INCIPIO, LLC
FEATHER	85636147 25-MAY-2012	4366938 16-JUL-2013	Registered	INCIPIO, LLC
DUALPRO	85635025 24-MAY-2012	4369857 16-JUL-2013	Registered	INCIPIO, LLC
HIGHWIRE	85616418 03-MAY-2012	4261493 18-DEC-2012	Registered	INCIPIO, LLC
DOZER	85614502 02-MAY-2012	4261343 18-DEC-2012	Registered	INCIPIO, LLC
FOREMAN	85613825 01-MAY-2012	4261301 18-DEC-2012	Registered	INCIPIO, LLC
OFFGRID	85437903 03-OCT-2011	4348742 11-JUN-2013	Registered	INCIPIO, LLC
SPECIALIST	85430508 23-SEP-2011	4188095 07-AUG-2012	Registered	INCIPIO, LLC
RESPONSE	85422351 14-SEP-2011	4227383 16-OCT-2012	Registered	INCIPIO, LLC
STOWAWAY	85375556 19-JUL-2011	4140370 08-MAY-2012	Registered	INCIPIO, LLC
CODE	85375602 19-JUL-2011	4227056 16-OCT-2012	Registered	INCIPIO, LLC
KICKSNAP	85374401 18-JUL-2011	4313814 02-APR-2013	Registered	INCIPIO, LLC
PLEX	85311143 03-MAY-2011	4073802 20-DEC-2011	Registered	INCIPIO, LLC
DELTA	85238215 09-FEB-2011	4019505 30-AUG-2011	Registered	INCIPIO, LLC
INVERT	85236534 08-FEB-2011	4132882 24-APR-2012	Registered	INCIPIO, LLC
TRIAD	85236604 08-FEB-2011	4129637 17-APR-2012	Registered	INCIPIO, LLC
STEP	85237184 08-FEB-2011	4132885 24-APR-2012	Registered	INCIPIO, LLC
BIGSHOW	85186729 29-NOV-2010	4092131 24-JAN-2012	Registered	INCIPIO, LLC
BOMBPROOF	85186767 29-NOV-2010	3981657 21-JUN-2011	Registered	INCIPIO, LLC
HIVE	85133997 20-SEP-2010	3957767 10-MAY-2011	Registered	INCIPIO, LLC
MICROTEXTURE	85124921 08-SEP-2010	3957491 10-MAY-2011	Registered	INCIPIO, LLC
XENON	85096760 30-JUL-2010	3923159 22-FEB-2011	Registered	INCIPIO, LLC
QUICKCHECK	85097320	3925674	Registered	INCIPIO, LLC

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
	30-JUL-2010	01-MAR-2011		
THE OX	85097327 30-JUL-2010	3937907 29-MAR-2011	Registered	INCIPIO, LLC
UNDERGROUND	85097350 30-JUL-2010	3937909 29-MAR-2011	Registered	INCIPIO, LLC
DESTROYER	85096354 29-JUL-2010	3956082 03-MAY-2011	Registered	INCIPIO, LLC
DOTTIES	85094837 28-JUL-2010	3923156 22-FEB-2011	Registered	INCIPIO, LLC
TEK-NICAL	85095193 28-JUL-2010	3925668 01-MAR-2011	Registered	INCIPIO, LLC
PREDATOR	85094236 27-JUL-2010	4099806 14-FEB-2012	Registered	INCIPIO, LLC
EDGE	85080600 08-JUL-2010	3925296 01-MAR-2011	Registered	INCIPIO, LLC
HONU	77941429 22-FEB-2010	3933606 22-MAR-2011	Registered	INCIPIO, LLC
NGP	77898666 21-DEC-2009	3888922 14-DEC-2010	Registered	INCIPIO, LLC
1337	77898673 21-DEC-2009	3888923 14-DEC-2010	Registered	INCIPIO, LLC
INCIPIO LAB	77792095 29-JUL-2009	3852264 28-SEP-2010	Registered	INCIPIO, LLC
TRIBAL	77765630 22-JUN-2009	3725551 15-DEC-2009	Registered	INCIPIO, LLC
THE ART OF PROTECTION	77700446 26-MAR-2009	3887149 07-DEC-2010	Registered	INCIPIO, LLC
THE ART OF PROTECTION	77700458 26-MAR-2009	3887150 07-DEC-2010	Registered	INCIPIO, LLC
HIPSTER	77664043 05-FEB-2009	4024376 13-SEP-2011	Registered	INCIPIO, LLC
[OVRMLD]	77629815 09-DEC-2008	3626944 26-MAY-2009	Registered	INCIPIO, LLC
[PERFORMANCE]	77629840 09-DEC-2008	3623012 19-MAY-2009	Registered	INCIPIO, LLC
FEATHER	77592677 14-OCT-2008	3622872 19-MAY-2009	Registered	INCIPIO, LLC
TONIC	77592188 14-OCT-2008	3606058 14-APR-2009	Registered	INCIPIO, LLC
ECO CASE	77585680 04-OCT-2008	3602443 07-APR-2009	Registered	INCIPIO, LLC
SILICRYLIC	77582576 30-SEP-2008	3606035 14-APR-2009	Registered	INCIPIO, LLC
	77578169 24-SEP-2008	3606026 14-APR-2009	Registered	INCIPIO, LLC
KICKSTAND	77573756 18-SEP-2008	3791922 25-MAY-2010	Registered	INCIPIO, LLC
DERMASHOT	77573758 18-SEP-2008	3606017 14-APR-2009	Registered	INCIPIO, LLC
INCIPIO	77565173 08-SEP-2008	3638230 16-JUN-2009	Registered	INCIPIO, LLC

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
PROTECT AGAINST THE DROP	87591430 31-AUG-2017	5423469 13-MAR-2018	Registered	INCIPIO, LLC
DELTA	87572826 17-AUG-2017	5423315 13-MAR-2018	Registered	INCIPIO, LLC
REPRIEVE	87153718 29-AUG-2016	5330930 07-NOV-2017	Registered	INCIPIO, LLC
INCIPIO	87071005 14-JUN-2016	5287418 12-SEP-2017	Registered	INCIPIO, LLC
HOLDEN	86983147 28-DEC-2015	5324809 31-OCT-2017	Registered	INCIPIO, LLC
KIDDY LOCK	87277382 21-DEC-2016	5331749 07-NOV-2017	Registered Supplemental Register	INCIPIO, LLC