

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576702

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hills Point Industries, LLC		05/15/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	HSBC Bank USA, National Association
Street Address:	95 Washington Street, Floor 2 South
Internal Address:	Attention: Kevin Marczak
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14203
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	5060102	GORILLA GRIP
Registration Number:	5003524	GORILLA GRIP
Registration Number:	4835723	SOFA SHIELD
Registration Number:	4887010	FLEXI
Registration Number:	5028273	KANGAROO
Registration Number:	4904649	GORILLA GRIP
Registration Number:	5060907	THE CONNECTICUT HOME COMPANY
Registration Number:	5077181	GORILLA GRIP
Registration Number:	5257234	GORILLA GRIP
Registration Number:	5121283	NINJA
Registration Number:	5318020	GORILLA GRIP
Registration Number:	5336683	KANGAROO
Registration Number:	5487626	KANGAROO
Registration Number:	5597660	GRIP MASTER
Registration Number:	5347931	GORILLA GRIP
Registration Number:	5412232	SOFA SHIELD
Registration Number:	5401271	FLEXI
Registration Number:	5552154	GRIP MASTER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5521010	MIGHTY MONKEY
Registration Number:	5921506	GORILLA GRIP
Registration Number:	5771258	GORILLA GRIP
Registration Number:	5644901	KANGAROO
Registration Number:	5802001	GORILLA GRIP
Registration Number:	5852546	LITTER SHIELD
Registration Number:	5759012	GORILLA GRIP
Registration Number:	5759149	GORILLA GRIP
Registration Number:	5825781	HILLS POINT INDUSTRIES
Serial Number:	88406724	GORILLA GRIP
Serial Number:	88406769	GORILLA GRIP
Registration Number:	5909336	GRIP MASTER
Registration Number:	5934293	GORILLA GRIP
Serial Number:	88838776	SOFA SHIELD

CORRESPONDENCE DATA

Fax Number: 4155911400

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: 4155911000

Email: achan@winston.com

Correspondent Name: Becky L. Troutman, Esq.

Address Line 1: 101 California St.

Address Line 2: Winston & Strawn LLP

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 084817.00215

NAME OF SUBMITTER: Becky L. Troutman

SIGNATURE: /Becky L. Troutman/

DATE SIGNED: 05/15/2020

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **May 15, 2020** between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **HSBC BANK USA, NATIONAL ASSOCIATION**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Pledge and Security Agreement referred to below.

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of May 15, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all U.S. registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the U.S. federal registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

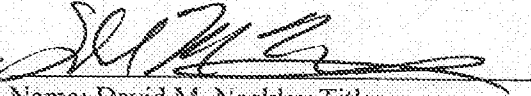
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

HILLS POINT INDUSTRIES, LLC,
as a Grantor

By: MSaporta
Name: Marissa Saporta
Title: Co-Chief Executive Officer

**HSBC BANK USA, NATIONAL ASSOCIATION, as
Collateral Agent**

By: 
Name: David M. Nackley Title:
Senior Vice President

[Signature Page to Intellectual Property Security Agreement]




**TRADEMARK
REEL: 006940 FRAME: 0210**

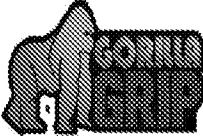
SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Patents

Registration Number / Application Number	Date of Issuance (if not issued, date of filing)
16/593,361	10/04/2019

2. Trademarks

Trademark	Registration Number / Application Number	Registration Date / Filing Date	Status
GORILLA GRIP	5060102	10/11/16	Registered
GORILLA GRIP	5003524	7/19/16	Registered
SOFA SHIELD & Design  Sofa Shield	4835723	10/20/15	Registered
FLEXI & Design 	4887010	1/12/16	Registered
KANGAROO	5028273	8/23/16	Registered
GORILLA GRIP	4904649	2/23/16	Registered
THE CONNECTICUT HOME COMPANY & Design 	5060907	10/11/16	Registered
GORILLA GRIP	5077181	11/8/16	Registered
GORILLA GRIP	5257234	8/1/17	Registered
NINJA	5121283	1/10/17	Registered
GORILLA GRIP	5318020	10/24/17	Registered
KANGAROO	5336683	11/14/17	Registered
KANGAROO	5487626	6/5/18	Registered
GRIP MASTER	5597660	10/30/18	Registered
GORILLA GRIP	5347931	11/28/17	Registered
SOFA SHIELD	5412232	2/27/18	Registered
FLEXI	5401271	2/13/18	Registered
GRIP MASTER	5552154	8/28/18	Registered
MIGHTY MONKEY	5521010	7/17/18	Registered
GORILLA GRIP	5921506	11/26/19	Registered

GORILLA GRIP	5771258	6/4/19	Registered
KANGAROO	5644901	1/1/19	Registered
GORILLA GRIP	5802001	7/9/19	Registered
LITTER SHIELD	5852546	9/3/19	Registered
GORILLA GRIP	5759012	5/21/19	Registered
GORILLA GRIP	5759149	5/21/19	Registered
HILLS POINT INDUSTRIES	5825781	8/6/19	Registered
GORILLA GRIP	88406724	4/29/19	Pending
GORILLA GRIP & Design 	88406769	4/29/19	Pending
GRIP MASTER	5909336	11/12/19	Registered
GORILLA GRIP	5934293	12/10/19	Registered
SOFA SHIELD	88838776	3/18/20	Pending