

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM613894

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                   | Formerly | Execution Date | Entity Type                            |
|------------------------|----------|----------------|--|
| Painful Pleasures, LLC |          | 12/11/2020     | Limited Liability Company:<br>MARYLAND |
| FK Irons Inc           |          | 12/11/2020     | Corporation: FLORIDA                   |
| Ink Projects LLC       |          | 12/11/2020     | Limited Liability Company:<br>DELAWARE |

## RECEIVING PARTY DATA

|                        |  |
|------------------------|--|
| <b>Name:</b>           | BMO Harris Bank, N.A., as Administrative Agent |
| <b>Street Address:</b> | 111 West Monroe Street                         |
| <b>City:</b>           | Chicago  |
| <b>State/Country:</b>  | ILLINOIS                                       |
| <b>Postal Code:</b>    | 60603  |
| <b>Entity Type:</b>    | national banking association: CANADA           |

## PROPERTY NUMBERS Total: 22

| Property Type        | Number   | Word Mark |
|----------------------|----------|-----------|
| Registration Number: | 6025078  | UMBRA     |
| Registration Number: | 6014668  | CARE CAPS |
| Registration Number: | 6014667  | CARE CAPS |
| Serial Number:       | 90348600 |           |
| Serial Number:       | 90348598 | XION      |
| Serial Number:       | 90348594 | DIREKT    |
| Serial Number:       | 90348591 | H         |
| Serial Number:       | 90348589 | ERGOWRAP  |
| Serial Number:       | 90348585 | VERTIX    |
| Serial Number:       | 90348581 | V         |
| Serial Number:       | 90348575 | EDGE      |
| Serial Number:       | 90348573 | EXACTOR   |
| Serial Number:       | 90348568 | GALAXIE   |
| Serial Number:       | 90348562 | ROSWELL   |
| Serial Number:       | 90348536 | APOLLO    |
| Serial Number:       | 90348532 | MICROBEAU |

OP \$565.00 6025078

TRADEMARK

| Property Type  | Number   | Word Mark           |
|----------------|----------|---------------------|
| Serial Number: | 90348525 |                     |
| Serial Number: | 90348519 | WIRELESS REVOLUTION |
| Serial Number: | 90248322 | POWERBOLT           |
| Serial Number: | 90245901 | UNLEASH YOUR POWER  |
| Serial Number: | 88816672 | FLUX                |
| Serial Number: | 90348547 | BELLAR              |

**CORRESPONDENCE DATA**

Fax Number: 3128637867  
*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: 3128637267  
Email: jaclyn.di.grande@goldbergkohn.com  
Correspondent Name: Jaclyn Di Grande - Paralegal  
Address Line 1: Goldberg Kohn Ltd.  
Address Line 2: 55 E Monroe St., Ste 3300  
Address Line 4: Chicago, ILLINOIS 60603

|                         |                    |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 3630.229           |
| NAME OF SUBMITTER:      | Jaclyn Di Grande   |
| SIGNATURE:              | /jaclyn di grande/ |
| DATE SIGNED:            | 12/11/2020         |

**Total Attachments: 4**  
source=PPL - Trademark\_Security\_Agreement\_(Fifth\_Amendment)#page1.tif  
source=PPL - Trademark\_Security\_Agreement\_(Fifth\_Amendment)#page2.tif  
source=PPL - Trademark\_Security\_Agreement\_(Fifth\_Amendment)#page3.tif  
source=PPL - Trademark\_Security\_Agreement\_(Fifth\_Amendment)#page4.tif

**GRANT OF A SECURITY INTEREST -- TRADEMARKS**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 11, 2020, by and among PAINFUL PLEASURES, LLC, a Maryland limited liability company ("PPL"), FK IRONS INC., a Florida corporation ("FK Irons"), INK PROJECTS LLC, a Delaware limited liability company ("Ink Projects"; together with PPL and FK Irons each individually a "Grantor" and collectively the "Grantors"), in favor of BMO HARRIS BANK, N.A, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated February 12, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**PAINFUL PLEASURES, LLC**

By:   
Name: Melissa Gagnier-Solis  
Title: Chief Operating Officer

**FK IRONS INC.**

By:   
Name: Melissa Gagnier-Solis  
Title: Chief Operating Officer

**INK PROJECTS, LLC**

By:   
Name: Melissa Gagnier-Solis  
Title: Chief Operating Officer

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

**Trademark Registrations and Applications**

| <b>Mark</b>         | <b>Jurisdiction</b> | <b>Serial No.</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Owner</b>           |
|---------------------|---------------------|-------------------|-----------------|------------------|------------------------|
| UMBRA               | US                  | 88238591          | 6025078         | 3/31/20          | Painful Pleasures, LLC |
| CARE CAPS           | US                  | 88244508          | 6014668         | 3/17/20          | Ink Projects LLC       |
| CARE CAPS           | US                  | 88244506          | 6014667         | 3/17/20          | Ink Projects LLC       |
| [DESIGN ONLY]       | US                  | 90348600          | N/A             | N/A              | FK Irons Inc.          |
| XION                | US                  | 90348598          | N/A             | N/A              | FK Irons Inc.          |
| DIREKT              | US                  | 90348594          | N/A             | N/A              | FK Irons Inc.          |
| H                   | US                  | 90348591          | N/A             | N/A              | FK Irons Inc.          |
| ERGOWRAP            | US                  | 90348589          | N/A             | N/A              | FK Irons Inc.          |
| VERTIX              | US                  | 90348585          | N/A             | N/A              | FK Irons Inc.          |
| V                   | US                  | 90348581          | N/A             | N/A              | FK Irons Inc.          |
| EDGE                | US                  | 90348575          | N/A             | N/A              | FK Irons Inc.          |
| EXACTOR             | US                  | 90348573          | N/A             | N/A              | FK Irons Inc.          |
| GALAXIE             | US                  | 90348568          | N/A             | N/A              | FK Irons Inc.          |
| ROSWELL             | US                  | 90348562          | N/A             | N/A              | FK Irons Inc.          |
| APOLLO              | US                  | 90348536          | N/A             | N/A              | FK Irons Inc.          |
| MICROBEAU           | US                  | 90348532          | N/A             | N/A              | FK Irons Inc.          |
| [DESIGN ONLY]       | US                  | 90348525          | N/A             | N/A              | FK Irons Inc.          |
| WIRELESS REVOLUTION | US                  | 90348519          | N/A             | N/A              | FK Irons Inc.          |
| POWERBOLT           | US                  | 90248322          | N/A             | N/A              | FK Irons Inc.          |

| Mark                  | Jurisdiction | Serial No. | Reg. No. | Reg. Date | Owner         |
|-----------------------|--------------|------------|----------|-----------|---------------|
| UNLEASH<br>YOUR POWER | US           | 90245901   | N/A      | N/A       | FK Irons Inc. |
| FLUX                  | US           | 88816672   | 6176798  | 10/13/20  | FK Irons Inc. |
| BELLAR                | US           | 90348547   | N/A      | N/A       | FK Irons Inc. |