

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Connected International Inc		02/08/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	One Tower Baklava, LLC		
Street Address:	c/o Permit Capital Advisors, LLC -100 Front Street		
Internal Address:	Suite 940		
City:	West Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	90124888	CONNECTED	
Serial Number:	90124897	CONNECTED	
Serial Number:	90124909	CONNECTED	
Serial Number:	90124918	CONNECTED	
Serial Number:	90129540	CONNECTED	
Serial Number:	90129548	CONNECTED	
Serial Number:	90129561	CONNECTED	
Serial Number:	90149482	CONNECTED	
Serial Number:	90171891	CONNECTED	
Serial Number:	90171910	CONNECTED	
Serial Number:	90171951	CONNECTED	
Serial Number:	90149115	ALIENLABS	
Serial Number:	90149124	ALIENLABS	
Serial Number:	90149209	ALIENLABS	
Serial Number:	90172060	ALIENLABS	
Serial Number:	90172137	ALIENLABS	
CORRESPONDENCE DATA			

OP \$415.00 90124888

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: (212) 994-0454
Email: DTobin@rccbllaw.com
Correspondent Name: Donna A. Tobin
Address Line 1: 1120 Avenue of the Americas
Address Line 2: 4th Floor
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Donna A. Tobin
SIGNATURE:	/Donna A. Tobin/
DATE SIGNED:	02/10/2021

Total Attachments: 10

source=TRADEMARK SECURITY AGREEMENT EXECUTION VERSION Connected One Tower Baklava#page1.tif
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of February 8, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of ONE TOWER BAKLAVA, LLC, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 8, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Connected International Inc., a Delaware corporation and the other companies identified on Schedule I thereto that are signatories thereto on the date hereof and any other Person who becomes a borrower thereunder, collectively, the “Borrowers” and each individually, a “Borrower”), the lenders party thereto from time to time (the “Lenders”) and **ONE TOWER BAKLAVA, LLC**, as the agent, the Lenders have made or severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Pledge and Security Agreement, dated as of February 5, 2021, executed by the Grantors in favor of **ONE TOWER BAKLAVA, LLC**, as the Collateral Agent (and it may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), to grant a security interest and lien in the Collateral of such Grantor to secure the Secured Obligations (as such term is defined in the Pledge and Security Agreement); and

WHEREAS, all of the Grantors are required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to the Borrowers under the Credit Agreement and as required by the Pledge and Security Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to the Collateral Agent for the benefit of the Secured Parties, a present and continuing security interest in, lien and encumbrance on (a “Lien”), all of its rights, titles and interests in, to and under the following Collateral of such Grantor (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks including those referred to on Annex A attached hereto excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any in which the grant of a security interest therein would impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(e) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Pledge and Security Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Collateral Agent by each Grantor pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest and Lien in the Trademark Collateral made and granted hereby by such Grantor are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. This 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY EXCLUDED LAWS.**

Section 7. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Collateral Agent shall, at the reasonable written request and sole expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not yet due and payable) in accordance with the provisions of the Credit Agreement, upon Borrowers' written request, Collateral Agent will, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantors to evidence such termination and release.

[remainder of page intentionally left blank]

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

CONNECTED INTERNATIONAL INC., as grantor

By: _____
Name: Sam Ghods
Title: Chief Executive Officer

CONNECTED 41, INC., as grantor

By: _____
Name: Sam Ghods
Title: Chief Executive Officer

YOLO MANAGEMENT INC., as grantor

By: _____
Name: Sam Ghods
Title: Chief Executive Officer

TRIPLE C HOLDING COMPANY, LLC, as grantor
By: Connected 41, Inc., as Manager

By: _____
Name: Sam Ghods
Title: Chief Executive Officer

SACRAMENTO APPLIED BUSINESS DYNAMICS, as grantor

By:  _____
Name: Caleb Counts
Title: Chief Executive Officer

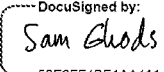
BANDWAGON PARTNERSHIP GROUP, LLC, as grantor
By: Connected 41, Inc., as Manager

By: _____
Name: Sam Ghods
Title: Chief Executive Officer

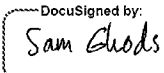
[Signature Page to Trademark Security Agreement]

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

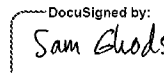
CONNECTED INTERNATIONAL INC., as grantor

By: 
Name: Sam Ghods
Title: Chief Executive Officer

CONNECTED 41, INC., as grantor

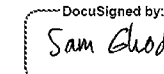
By: 
Name: Sam Ghods
Title: Chief Executive Officer

YOLO MANAGEMENT INC., as grantor

By: 
Name: Sam Ghods
Title: Chief Executive Officer

TRIPLE C HOLDING COMPANY, LLC, as grantor

By: Connected 41, Inc., as Manager

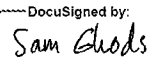
By: 
Name: Sam Ghods
Title: Chief Executive Officer

SACRAMENTO APPLIED BUSINESS DYNAMICS, as grantor

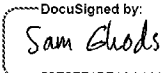
By: _____
Name: Caleb Counts
Title: Chief Executive Officer

BANDWAGON PARTNERSHIP GROUP, LLC, as grantor

By: **Connected 41, Inc., as Manager**

By: 
Name: Sam Ghods
Title: Chief Executive Officer

CNCTD, LLC, as grantor
By: Connected International Inc., as Member

By: 
53E2FF48E1AA411
Name: Sam Ghods
Title: Chief Executive Officer

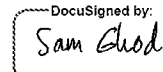
CONNECTED ENTERPRISES, LLC, as grantor
By: Connected International Inc., as Manager

By: 
53E2FF48E1AA411
Name: Sam Ghods
Title: Chief Executive Officer

CONNECTED MERCED LLC, as grantor
By: Connected International Inc., as Manager

By: 
53E2FF48E1AA411
Name: Sam Ghods
Title: Chief Executive Officer

2JC, LLC, as grantor
By: Connected International Inc., as Manager

By: 
53E2FF48E1AA411
Name: Sam Ghods
Title: Chief Executive Officer

ACCEPTED AND AGREED

as of the date first above written:

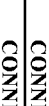


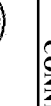





ONE TOWER BAKLAVA, LLC,
as Collateral Agent



By: Kimberly Crowley
Name: Kimberly Crowley
Title: Authorized Representative

10/10/14 10:11 AM

Annex A

See Attached

PLEDGE AND SECURITY AGREEMENT SCHEDULE 4.6 (E) & (F) - INTELLECTUAL PROPERTY					
OWNER	TRADEMARK	STATUS	TRADEMARK OFFICE	FILING DATE	SERIAL NO.
Connected International Inc.		Pending	FEDERAL	19-Aug-20	90124888
Connected International Inc.		Pending	FEDERAL	19-Aug-20	90124897
Connected International Inc.		Pending	FEDERAL	19-Aug-20	90124909
Connected International Inc.		Pending	FEDERAL	19-Aug-20	90124918
Connected International Inc.		Notice of Publication issued - application scheduled to be published for opposition purposes on January 19, 2021.	FEDERAL	21-Aug-20	90129540
Connected International Inc.		Pending	FEDERAL	21-Aug-20	901129548
Connected International Inc.		Notice of Publication issued - application scheduled to be published for opposition purposes on February 9, 2021	FEDERAL	21-Aug-20	90129561
Connected International Inc.		Notice of Publication issued - application scheduled to be published for opposition purposes on January 19, 2021.	FEDERAL	31-Aug-20	90149482
Connected International Inc.		Pending	FEDERAL	10-Sep-20	90171891

PLEDGE AND SECURITY AGREEMENT SCHEDULE 4.6 (E) & (F) - INTELLECTUAL PROPERTY						
OWNER	TRADEMARK	STATUS	TRADEMARK OFFICE	FILING DATE	SERIAL NO.	
Connected International Inc.			FEDERAL	10-Sep-20	90171910	
Connected International Inc.		Pending	FEDERAL	10-Sep-20	90171951	
Connected International Inc.	ALIENLABS	Pending	FEDERAL	31-Aug-20	90149115	
Connected International Inc.	ALIENLABS	Pending	FEDERAL	31-Aug-20	90149124	
Connected International Inc.	ALIENLABS	Notice of Publication issued - application scheduled to be published for opposition purposes on January 19, 2021.	FEDERAL	31-Aug-20	90149209	
Connected International Inc.	ALIENLABS	Registered	CALIFORNIA STATE	10-Sep-20	2006749	
Connected International Inc.	ALIENLABS	Notice of Publication issued - application scheduled to be published for opposition purposes on January 19, 2021.	FEDERAL	10-Sep-20	90172060	
Connected International Inc.	ALIENLABS	Notice of Publication issued - application scheduled to be published for opposition purposes on January 19, 2021.	FEDERAL	10-Sep-20	90172137	
Connected International Inc.	MR. SANDMAN	Registered	CALIFORNIA STATE	11-Nov-20	2007973	
Connected International Inc.	SHERBACIO	Registered	CALIFORNIA STATE	11-Nov-20	2007976	
Connected International Inc.	ARRA 41	Registered	CALIFORNIA STATE	11-Nov-20	2007977	
Connected International Inc.	SUGAR CONE	Registered	CALIFORNIA STATE	11-Nov-20	2007979	
Connected International Inc.	XENO	Registered	CALIFORNIA STATE	11-Nov-20	2007980	

PLEDGE AND SECURITY AGREEMENT SCHEDULE 4.6 (E) & (F) - INTELLECTUAL PROPERTY					
OWNER	TRADEMARK	STATUS	TRADEMARK OFFICE	FILING DATE	SERIAL NO.
Connected International Inc.	ANIMAL STYLE	Registered	CALIFORNIA STATE	11-Nov-20	2007981
Connected International Inc.	BISCOTTI X GUSHERS	Pending	CALIFORNIA STATE	11-Nov-20	2007982
Connected International Inc.	MELONADE	Registered	CALIFORNIA STATE	11-Nov-20	2007983
Connected International Inc.	THE CHEMIST	Registered	CALIFORNIA STATE	13-Nov-20	2008088
Connected International Inc.	KRYPTOCHRONIC	Registered	CALIFORNIA STATE	13-Nov-20	2008009
Connected International Inc.	CONNECTED	Registered	ARIZONA STATE	13-Nov-20	9188708
Connected International Inc.	ALIENLABS	Registered	ARIZONA STATE	13-Nov-20	9188725
Connected International Inc.	SHERBACIO	Registered	ARIZONA STATE	13-Nov-20	9188731
Connected International Inc.	BISCOTTI	Registered	ARIZONA STATE	13-Nov-20	9188732
Connected International Inc.	GELONADE	Registered	ARIZONA STATE	13-Nov-20	9188789
Connected International Inc.	GUSHERS	Registered	ARIZONA STATE	13-Nov-20	9188791
Connected International Inc.	SUGAR CONE	Registered	ARIZONA STATE	7-Dec-20	9192149
Connected International Inc.	BISCOTTI X GUSHERS	Registered	ARIZONA STATE	7-Dec-20	9192156
Connected International Inc.	BAKLAVA	Registered	ARIZONA STATE	28-Dec-20	9195169
Connected International Inc.	AREA 41	Registered	ARIZONA STATE	28-Dec-20	9195173
Connected International Inc.	MELONADE	Registered	ARIZONA STATE	28-Dec-20	9195178