

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4010060

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LEEDSWORLD, INC.	08/16/2016
	BULLET LINE, LLC	08/16/2016
	POLYCONCEPT NORTH AMERICA, INC.	08/16/2016
RECEIVING PARTY DATA		
Name:	GOLDMAN SACHS BANK USA, AS ADMINISTRATIVE AND COLLATERAL AGENT	
Street Address:	30 HUDSON STREET, 4TH FLOOR	
City:	JERSEY CITY	
State/Country:	NEW JERSEY	
Postal Code:	07302	
PROPERTY NUMBERS Total: 34		
Property Type	Number	
Patent Number:	8960490	
Patent Number:	8672174	
Patent Number:	D502311	
Patent Number:	D548964	
Patent Number:	D548455	
Patent Number:	D548462	
Patent Number:	D548965	
Patent Number:	D548963	
Patent Number:	D553349	
Patent Number:	D548966	
Patent Number:	D534953	
Patent Number:	D512615	
Patent Number:	D479394	
Patent Number:	D510479	
Patent Number:	D528238	
Patent Number:	D575583	
Patent Number:	D463488	
Patent Number:	D557562	

PATENT

Property Type	Number
Patent Number:	D535524
Patent Number:	D534396
Patent Number:	D599406
Patent Number:	D599407
Patent Number:	D528406
Patent Number:	D463492
Patent Number:	D465238
Patent Number:	D462871
Patent Number:	D534038
Patent Number:	D526886
Patent Number:	D566472
Patent Number:	D573840
Patent Number:	D479449
Application Number:	15079444
Application Number:	13800658
Application Number:	29547941

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: MICHAEL VIOLET

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER: ELAINE CARRERA

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 08/17/2016

Total Attachments: 9

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GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of LEEDSWORLD, INC., BULLET LINE, LLC and POLYCONCEPT NORTH AMERICA, INC. (collectively, the “Grantors”), hereby grants to GOLDMAN SACHS BANK USA, in its capacity as administrative and collateral agent (in such capacity, the “Grantee”), a continuing security interest in (a) all of the Grantors’ right, title and interest in, to and under to the United States patents and all patent registrations and patent applications and recordings (the “Patents”) set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor’s use of any Patents, (c) all inventions and improvements described and claimed therein, (d) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof, (f) all rights corresponding thereto, (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by any Grantor against third parties for past or future infringement of the Patents and (h) all causes of action arising prior to or after the date hereof for unfair competition regarding the Patents.

Each of the Grantors authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

THIS GRANT (the “Grant”) is made to secure the satisfactory performance and payment of all the Obligations of the Grantors, as such term is defined in the Pledge and Security Agreement by, among others, the Grantors and the Grantee, dated as of August 16, 2016 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). Each of the Grantors does hereby acknowledge and confirm that the grant of the security interest herein, and the rights and remedies of the Grantee with respect to the security interest granted herein, are more fully set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Grant may be executed in any number of 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.


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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

LEEDSWORLD, INC.,
as Grantor

By: 
Name: David Nicholson
Title: President

BULLET LINE, LLC,
as Grantor

By: 
Name: David Nicholson
Title: Chief Executive Officer

POLYCONCEPT NORTH AMERICA, INC.

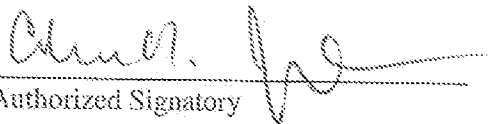
By: _____



Name: David Nicholson

Title: President

GOLDMAN SACHS BANK USA,
as Administrative and Collateral Agent
as Grantee





By: 
Authorized Signatory






Charles D. Johnston
Authorized Signatory

[Signature page to Grant of Security Interest in US Patents]

Schedule A







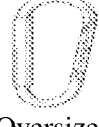




PATENTS AND PATENT APPLICATIONS




Patent Title		Applica- tion/Registration Number	Jurisdiction	Status	Owner
1.	Lever Controlled Beverage Container Lid	8,960,490	USA	Regis- tered	Leedsworl d, Inc.
2.	Multi-Function Lid for Beverage Containers	8,672,174	USA	Regis- tered	Leedsworl d, Inc.
3.	Notebook and Notebook Cover	15/079,444	USA	Pending	Polycon- cept North America, Inc.
4.	Padfolio with Rotating Elec- tronic Tablet Case	13/800,658	USA	Pending	Leedsworl d, Inc.
5.	Article Holder with Clip	D502,311	USA	Regis- tered	Bullet Line, LLC
6.	 Bag	D548,964	USA	Regis- tered	Leedsworl d, Inc.
7.	Bag	D548,455	USA	Regis- tered	Leedsworl d, Inc.
8.	Bag	D548,462	USA	Regis- tered	Leedsworl d, Inc.
9.	 Bag	D548,965	USA	Regis- tered	Leedsworl d, Inc.
10.	 Bag	D548,963	USA	Regis- tered	Leedsworl d, Inc.
11.	 Bag	D553,349	USA	Regis- tered	Leedsworl d, Inc.

	Patent Title	Applica- tion/Registration Number	Jurisdiction	Status	Owner
12.	 Bag	D548,966	USA	Regis- tered	Leedsworl d, Inc.
13.	Carabiner Pen	D534,953	USA	Regis- tered	BL Acqui- sition LLC ¹
14.	 Combination Mini-Stapler	D512,615	USA	Regis- tered	Jeffrey A. Kramer and Wil- liam W. Rosenfeld assigned to Bullet Line, LLC ²
15.	 Combined Key chain, Monocole and Light	D479,394	USA	Regis- tered	BL acqui- sition LLC
16.	Container Holder with a Clip	D510,479	USA	Regis- tered	Bullet Line, LLC
17.	 Double Carabi- ner/Keylight	D528,238	USA	Regis- tered	BL Acqui- sition LLC
18.	 Drink Bottle with Revolving Door	D575,583	USA	Regis- tered	Leedsworl d, Inc.
19.	Drinking Con- tainer Infuser	29/547,941	USA	Pending	Leedsworl d, Inc.

¹ BL Acquisition LLC is the prior legal name of Bullet Line, LLC.

² Nunc Pro Tunc Assignment from Bullet Line, Inc., Kwik Klik, LLC, Jeffrey A. Kramer, and William W. Rosenfeld recorded at 7/20/2008 reel/frame 021253/0599.

	Patent Title	Applica- tion/Registration Number	Jurisdiction	Status	Owner
20.	 Highlighter	D463,488	USA	Regis- tered	Bullet Line, LLC
21.	 Mug with Circles	D557,562	USA	Regis- tered	BL acqui- sition LLC
22.	 Mug with Logo Panel	D535,524	USA	Regis- tered	BL acqui- sition LLC
23.	 Mug with Logo Panel	D534,396	USA	Regis- tered	BL acqui- sition LLC
24.	 Notepad Holder	D599,406	USA	Regis- tered	Bullet Line, LLC
25.	 Notepad Holder	D599,407	USA	Regis- tered	Bullet Line, LLC
26.	 Oversize Carabi- ner	D528,406	USA	Regis- tered	BL acqui- sition LLC
27.	 Pen	D463,492	USA	Regis- tered	Bullet Line, LLC
28.	 Pen	D465,238	USA	Regis- tered	Bullet Line, LLC
29.	 Resilient Mug Handle	D462,871	USA	Regis- tered	Bullet Line, LLC
30.		D534,038	USA	Regis- tered	BL Acqui- sition LLC

Patent Title		Applica- tion/Registration Number	Jurisdiction	Status	Owner
	Ribbed Mug Handle				
31.	 Ribbon Carabiner	D526,886	USA	Regis- tered	BL Acqui- sition LLC
32.	 Sports Bottle	D566,472	USA	Regis- tered	Bullet Line, LLC
33.	 Travel Mug	D573,840	USA	Regis- tered	BL Acqui- sition LLC
34.	Imprintable Staple Design	D479,449	USA	Regis- tered	BL Acqui- sition LLC