

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4306116

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	MERCHSOURCE, LLC	03/01/2017
	COHESION PRODUCTS, LLC	03/01/2017
	THREESIXTY SOURCING LIMITED	03/01/2017
	THREESIXTY BRANDS GROUP LLC	03/01/2017
RECEIVING PARTY DATA		
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION	
Street Address:	2450 COLORADO AVENUE, SUITE 3000W	
City:	SANTA MONICA	
State/Country:	CALIFORNIA	
Postal Code:	90404	
PROPERTY NUMBERS Total: 119		
Property Type	Number	
Patent Number:	8905471	
Patent Number:	D737490	
Patent Number:	D622526	
Patent Number:	D629216	
Patent Number:	D637729	
Patent Number:	D646007	
Patent Number:	D649259	
Patent Number:	D652524	
Patent Number:	D659257	
Patent Number:	D664999	
Patent Number:	D703392	
Patent Number:	D668303	
Patent Number:	9155287	
Patent Number:	9196106	
Application Number:	29530807	
Patent Number:	D773580	
Patent Number:	D741462	

PATENT

Property Type	Number
Patent Number:	D744600
Patent Number:	D757340
Patent Number:	D748712
Patent Number:	D773552
Patent Number:	D751653
Application Number:	29510799
Patent Number:	D752033
Patent Number:	D766456
Patent Number:	D761365
Patent Number:	D760323
Patent Number:	D596595
Patent Number:	D598300
Patent Number:	D599216
Patent Number:	D600569
Patent Number:	D601353
Patent Number:	D604754
Patent Number:	D605630
Patent Number:	D605682
Patent Number:	D606096
Patent Number:	D609686
Patent Number:	D610775
Patent Number:	D611224
Patent Number:	D611839
Patent Number:	D611845
Patent Number:	D611846
Patent Number:	D612268
Patent Number:	D616008
Patent Number:	D616871
Patent Number:	D616872
Patent Number:	D616911
Patent Number:	D617851
Patent Number:	D618265
Patent Number:	D620472
Patent Number:	D620651
Patent Number:	D623182
Patent Number:	D625021
Patent Number:	D629770
Patent Number:	D631923

Property Type	Number
Patent Number:	D634095
Patent Number:	D635175
Patent Number:	D636006
Patent Number:	D641357
Patent Number:	D643426
Patent Number:	D643560
Patent Number:	D644671
Patent Number:	D646198
Patent Number:	D646680
Patent Number:	D655290
Patent Number:	D656648
Patent Number:	D659772
Patent Number:	D661531
Patent Number:	D665229
Patent Number:	D670871
Patent Number:	D670985
Patent Number:	D671173
Patent Number:	D675650
Patent Number:	D676498
Patent Number:	D694652
Patent Number:	D699336
Patent Number:	D703273
Patent Number:	D703274
Patent Number:	D705468
Patent Number:	D712983
Patent Number:	D713982
Patent Number:	D716295
Patent Number:	D717481
Patent Number:	D723730
Patent Number:	D723731
Patent Number:	D725628
Application Number:	14587708
Application Number:	14480391
Application Number:	29518623
Application Number:	14995720
Patent Number:	D665629
Patent Number:	7320419
Patent Number:	D736524

Property Type	Number
Patent Number:	D739468
Patent Number:	6958134
Patent Number:	5684506
Patent Number:	6972057
Patent Number:	5802865
Patent Number:	5926090
Patent Number:	5975090
Patent Number:	7405672
Patent Number:	6827088
Patent Number:	6163098
Patent Number:	6176977
Patent Number:	6863869
Patent Number:	6899745
Patent Number:	6908501
Patent Number:	6713026
Patent Number:	D774022
Patent Number:	D773560
Patent Number:	D773548
Patent Number:	D773549
Patent Number:	D771203
Patent Number:	D771201
Patent Number:	D771202
Patent Number:	D757339
Patent Number:	D744599
Application Number:	13573805
Patent Number:	D626917

CORRESPONDENCE DATA

Fax Number: (310)277-4730

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: 310.551.9332

Email: ichidi@mwe.com, jarmstrong@mwe.com, cvicino@mwe.com

Correspondent Name: IKE CHIDI

Address Line 1: MCDERMOTT WILL & EMERY LLP

Address Line 2: 2049 CENTURY PARK EAST, SUITE 3800

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	82927-035/CMV
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NAME OF SUBMITTER:	IKE CHIDI
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SIGNATURE:	/Ike Chidi/
DATE SIGNED:	03/07/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 10 source=ThreeSixty - ABL Patent Security Agreement (Execution Version)#page1.tif source=ThreeSixty - ABL Patent Security Agreement (Execution Version)#page2.tif source=ThreeSixty - ABL Patent Security Agreement (Execution Version)#page3.tif source=ThreeSixty - ABL Patent Security Agreement (Execution Version)#page4.tif source=ThreeSixty - ABL Patent Security Agreement (Execution Version)#page5.tif source=ThreeSixty - ABL Patent Security Agreement (Execution Version)#page6.tif source=ThreeSixty - ABL Patent Security Agreement (Execution Version)#page7.tif source=ThreeSixty - ABL Patent Security Agreement (Execution Version)#page8.tif source=ThreeSixty - ABL Patent Security Agreement (Execution Version)#page9.tif source=ThreeSixty - ABL Patent Security Agreement (Execution Version)#page10.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of March 1, 2017, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Wells Fargo Bank, N.A. (as successor-in-interest by assignment from General Electric Company), as administrative agent (“Wells Fargo”), (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

A. Pursuant to the Credit Agreement, dated as of October 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among 360 HOLDINGS III CORP., a Delaware corporation (“Topco Borrower”), MERCHSOURCE, LLC, a Delaware limited liability company (“MerchSource”), COHESION PRODUCTS, LLC, a Delaware limited liability company (“Cohesion US”) (Topco Borrower, MerchSource and Cohesion US are sometimes referred to herein collectively as “US Borrowers” and individually as a “US Borrower”), THREESIXTY SOURCING LIMITED, a company incorporated in Hong Kong with limited liability (“ThreeSixty”), COHESION PRODUCTS LIMITED, a company incorporated in Hong Kong with limited liability (“Cohesion HK”) (ThreeSixty and Cohesion HK are sometimes referred to herein collectively as the “HK Borrowers” and individually as a “HK Borrower”; and US Borrowers and HK Borrowers are sometimes referred to herein collectively as “Borrowers” and individually as a “Borrower”) and each of the other entities listed on the signature pages thereto or that becomes a party thereto, the Lenders and Wells Fargo, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

B. Each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

C. All of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Patent 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 of such Grantor, hereby

mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all Material IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto, other than any Excluded Property;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty 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 Patents and Material IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security 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.

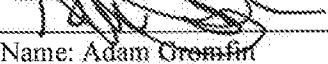
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


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

Very truly yours,


MERCHSOURCE, LLC
as Grantor

By: 
Name: Adam Gromfin
Title: Vice President

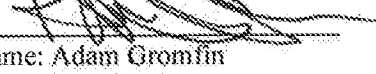
COHESION PRODUCTS, LLC
as Grantor

By: 
Name: Adam Gromfin
Title: President

THREESIXTY SOURCING LIMITED
as Grantor

By: 
Name: Adam Gromfin
Title: Director

THREESIXTY BRANDS GROUP LLC
as Grantor

By: 
Name: Adam Gromfin
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, N.A.
as Agent

By: 

Name: Reza Sabahi

Title: Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Issued Patents and Patent Applications:

Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
Collapsible Table with Chair	US	Utility Patent	8,905,471	Issued	Cohesion Products, LLC
Flashlight Head	US	Design Patent	D737,490	Issued	MerchSource, LLC
Soap Dispenser	US	Design Patent	D622,526	Issued	MerchSource, LLC
Digital Photo Album	US	Design Patent	D629,216	Issued	MerchSource, LLC
Personal Massager	US	Design Patent	D637,729	Issued	MerchSource, LLC
Utility Flashlight	US	Design Patent	D646,007	Issued	MerchSource, LLC
Hand held Massager	US	Design Patent	D649,259	Issued	MerchSource, LLC
Massage Apparatus	US	Design Patent	D652,524	Issued	MerchSource, LLC
Vortex simulator	US	Design Patent	D659,257	Issued	MerchSource, LLC
Ice Cream Maker	US	Design Patent	D664,999	Issued	MerchSource, LLC
Pet Feeder	US	Design Patent	D703,392	Issued	MerchSource, LLC
Toy kitchen	US	Design Patent	D668,303	Issued	MerchSource, LLC
Retractable pet leash with bag container and removable flashlight	US	Utility Patent	9,155,287	Issued	MerchSource, LLC
Automatic coin sorting device	US	Utility Patent	9,196,106	Issued	MerchSource, LLC
Toy Sling Shot (cross)	US	Design Patent	29/530,807	Pending	MerchSource, LLC
Toy Sling Shot (handle)	US	Design Patent	D773,580	Issued	MerchSource, LLC
Mister	US	Design Patent	D741,462	Issued	MerchSource, LLC
Remote control motorcycle	US	Design Patent	D744,600	Issued	MerchSource, LLC
Decorative rotating lamp	US	Design Patent	D757,340	Issued	MerchSource, LLC
Kid's Camera	US	Design Patent	D748,712	Issued	MerchSource, LLC

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PATENT
REEL: 041901 FRAME: 0032

Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
Night goggles	US	Design Patent	D773,552	Issued	MerchSource, LLC
Toy train	US	Design Patent	D751,653	Issued	MerchSource, LLC
Phone Docking Station	US	Design Patent	29/510,799	Pending	MerchSource, LLC
Laptop	US	Design Patent	D752,033	Issued	MerchSource, LLC
Sound Machine	US	Design Patent	D766,456	Issued	MerchSource, LLC
Bubble gun	US	Design Patent	D761,365	Issued	MerchSource, LLC
Magnetic Block	US	Design Patent	D760,323	Issued	MerchSource, LLC
Photo Viewer	US	Design Patent	D596,595	Issued	MerchSource, LLC
Photo Alarm Clock	US	Design Patent	D598,300	Issued	MerchSource, LLC
Photo alarm clock	US	Design Patent	D599,216	Issued	MerchSource, LLC
Alarm Clock	US	Design Patent	D600,569	Issued	MerchSource, LLC
Digital Photo Album	US	Design Patent	D601,353	Issued	MerchSource, LLC
Binoculars	US	Design Patent	D604,754	Issued	MerchSource, LLC
Speaker housing	US	Design Patent	D605,630	Issued	MerchSource, LLC
Projector	US	Design Patent	D605,682	Issued	MerchSource, LLC
Music player	US	Design Patent	D606,096	Issued	MerchSource, LLC
Telephone	US	Design Patent	D609,686	Issued	MerchSource, LLC
Coin counting jar lid	US	Design Patent	D610,775	Issued	MerchSource, LLC
Bank machine	US	Design Patent	D611,224	Issued	MerchSource, LLC
Alarm clock	US	Design Patent	D611,839	Issued	MerchSource, LLC
Weather Station	US	Design Patent	D611,845	Issued	MerchSource, LLC
Weather Station	US	Design Patent	D611,846	Issued	MerchSource, LLC
Alarm Clock	US	Design Patent	D612,268	Issued	MerchSource, LLC
Camera	US	Design Patent	D616,008	Issued	MerchSource, LLC
Jumbo Remote Control	US	Design Patent	D616,871	Issued	MerchSource, LLC
Jumbo Remote Control	US	Design Patent	D616,872	Issued	MerchSource, LLC

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Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
Projector	US	Design Patent	D616,911	Issued	MerchSource, LLC
Reconfiguring robot car	US	Design Patent	D617,851	Issued	MerchSource, LLC
Video Camera	US	Design Patent	D618,265	Issued	MerchSource, LLC
Telephone	US	Design Patent	D620,472	Issued	MerchSource, LLC
Steamer	US	Design Patent	D620,651	Issued	MerchSource, LLC
Laptop	US	Design Patent	D623,182	Issued	MerchSource, LLC
Foot Massager	US	Design Patent	D625,021	Issued	MerchSource, LLC
Media Player With Camera	US	Design Patent	D629,770	Issued	MerchSource, LLC
Reconfiguring robot car	US	Design Patent	D631,923	Issued	MerchSource, LLC
Coin counting jar lid	US	Design Patent	D634,095	Issued	MerchSource, LLC
Projector	US	Design Patent	D635,175	Issued	MerchSource, LLC
Video Camera	US	Design Patent	D636,006	Issued	MerchSource, LLC
Electronic reader	US	Design Patent	D641,357	Issued	MerchSource, LLC
Laptop computer	US	Design Patent	D643,426	Issued	MerchSource, LLC
Lantern	US	Design Patent	D643,560	Issued	MerchSource, LLC
Pottery Wheel	US	Design Patent	D644,671	Issued	MerchSource, LLC
Hovercraft	US	Design Patent	D646,198	Issued	MerchSource, LLC
Electronic book reader	US	Design Patent	D646,680	Issued	MerchSource, LLC
Electronic reader	US	Design Patent	D655,290	Issued	MerchSource, LLC
Flashlight	US	Design Patent	D656,648	Issued	MerchSource, LLC
Toy register	US	Design Patent	D659,772	Issued	MerchSource, LLC
Soap Dispenser	US	Design Patent	D661,531	Issued	MerchSource, LLC
Candy Dispenser	US	Design Patent	D665,229	Issued	MerchSource, LLC
Retractable pet leash	US	Design Patent	D670,871	Issued	MerchSource, LLC
Corked bottle opener	US	Design Patent	D670,985	Issued	MerchSource, LLC

Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
Bicycle	US	Design Patent	D671,173	Issued	MerchSource, LLC
Balloon pump	US	Design Patent	D675,650	Issued	MerchSource, LLC
Toy work bench	US	Design Patent	D676,498	Issued	MerchSource, LLC
Alarm clock	US	Design Patent	D694,652	Issued	MerchSource, LLC
Desk fan	US	Design Patent	D699,336	Issued	MerchSource, LLC
Maze Game	US	Design Patent	D703,273	Issued	MerchSource, LLC
Maze Game	US	Design Patent	D703,274	Issued	MerchSource, LLC
Tripod Flashlight	US	Design Patent	D705,468	Issued	MerchSource, LLC
Fighting robot	US	Design Patent	D712,983	Issued	MerchSource, LLC
Lantern	US	Design Patent	D713,982	Issued	MerchSource, LLC
Tablet	US	Design Patent	D716,295	Issued	MerchSource, LLC
LED Flashlight	US	Design Patent	D717,481	Issued	MerchSource, LLC
Projection light	US	Design Patent	D723,730	Issued	MerchSource, LLC
Projection light	US	Design Patent	D723,731	Issued	MerchSource, LLC
Headphones	US	Design Patent	D725,628	Issued	MerchSource, LLC
LED Mason Jar Candle	US	Utility	14/587,708	Pending	MerchSource, LLC
Modular Docking Station	US	Utility	14/480,391	Pending/Unpublished	MerchSource, LLC
Nighttime Projection Lamp	US	Design	29/518,623	Pending	MerchSource, LLC
Rotating Decorative Lamp with Overlapping Images	US	Utility	14/995,720	Pending	MerchSource, LLC
Candy Dispenser	US	Design Patent	D665,629	Issued	MerchSource, LLC
Hanger Roller Beads	US	Utility Patent	7,320,419	Issued	ThreeSixty Sourcing Limited
Hanger	US	Design Patent	D736,524	Issued	Cohesion Products, LLC
Floating Target Game	US	Design Patent	D739,468	Issued	MerchSource, LLC
Hanger	US	Design Patent	D736,524	Issued	Cohesion Products, LLC

Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
ELECTRO-KINETIC AIR	US	Utility Patent	6,958,134	Issued	*ThreeSixty Brands Group LLC
DIGITAL RECORDER APPARATUS WITH	US	Utility Patent	5,684,506	Issued	*ThreeSixty Brands Group LLC
ELECTRODE CLEANING FOR AIR	US	Utility Patent	6,972,057	Issued	*ThreeSixty Brands Group LLC
EVAPORATIVE PERSONAL COOLER	US	Utility Patent	5,802,865	Issued	*ThreeSixty Brands Group LLC
LOST ARTICLE DETECTOR UNIT WITH	US	Utility Patent	5,926,090	Issued	*ThreeSixty Brands Group LLC
ION EMITTING GROOMING BRUSH	US	Utility Patent	5,975,090	Issued	*ThreeSixty Brands Group LLC
AIR TREATMENT DEVICE HAVING A	US	Utility Patent	7,405,672	Issued	*ThreeSixty Brands Group LLC
ION EMITTING BRUSH	US	Utility Patent	6,827,088	Issued	*ThreeSixty Brands Group LLC
ELECTRO-KINETIC AIR	US	Utility Patent	6,163,098	Issued	*ThreeSixty Brands Group LLC
ELECTRO-KINETIC AIR	US	Utility Patent	6,176,977	Issued	*ThreeSixty Brands Group LLC
ELECTRO-KINETIC AIR	US	Utility Patent	6,863,869	Issued	*ThreeSixty Brands Group LLC
ELECTROSTATIC AIR CLEANER	US	Utility Patent	6,899,745	Issued	*ThreeSixty Brands Group LLC
ELECTRODE SELF-CLEANING MECHANISM	US	Utility Patent	6,908,501	Issued	*ThreeSixty Brands Group LLC
NOW REISSUED 11/041926	US	Utility Patent	6,713,026	Issued	*ThreeSixty Brands Group LLC
Microphone with stand	US	Design	D774,022	Issued	MerchSource, LLC
Basketball game	US	Design	D773,560	Issued	MerchSource, LLC
Projector	US	Design	D773,548	Issued	MerchSource, LLC
Planetarium projector	US	Design	D773,549	Issued	MerchSource, LLC
Remote control vehicle	US	Design	D771,203	Issued	MerchSource, LLC
Remote control car	US	Design	D771,201	Issued	MerchSource,

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Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
					LLC
Remote control vehicle	US	Design	D771,202	Issued	MerchSource, LLC
Decorative rotating lamp	US	Design	D757,339	Issued	MerchSource, LLC
Construction toy set connector	US	Design	D744,599	Issued	MerchSource, LLC
Dispenser stir stick	US	Utility	13/573,805	Pending	MerchSource, LLC
Connector assembly	US	Design	D626,917	Issued	MerchSource, LLC

*Transferred to 360 Holdings II-A LLC pursuant to Asset Purchase Agreement dated 12/26/2016, followed by 360 Holdings II-A LLC changing its name on 2/23/2017 to ThreeSixty Brands Group LLC. Currently legal owner is ThreeSixty Brands Group LLC. Recordings with the USPTO to follow once all file transfers are complete.