

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5027283

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ROCK FIT LLC	06/27/2018
RECEIVING PARTY DATA	
Name:	U.S. BANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	970 W. 190TH STREET
Internal Address:	SUITE #222
City:	TORRANCE
State/Country:	CALIFORNIA
Postal Code:	90502
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	D641539
Patent Number:	D641135
Patent Number:	D641134
Patent Number:	D641133
Patent Number:	D641130
Patent Number:	D641129
Patent Number:	D641128
Patent Number:	D641127
Patent Number:	D632050
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<i>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.</i>	
Phone:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	DUSAN CLARK, ESQ.
Address Line 1:	SIDLEY AUSTIN LLP
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	40106-31420

PATENT

NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	06/27/2018
Total Attachments: 4 source=FAM_CGSI in Patents (Rock Fit, LLC) 233265416_1 (2)#page1.tif source=FAM_CGSI in Patents (Rock Fit, LLC) 233265416_1 (2)#page2.tif source=FAM_CGSI in Patents (Rock Fit, LLC) 233265416_1 (2)#page3.tif source=FAM_CGSI in Patents (Rock Fit, LLC) 233265416_1 (2)#page4.tif	

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of June 27, 2018 by and from ROCK FIT LLC, a Delaware limited liability company (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (as defined in the Security Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, FAM, LLC (the "Borrower"), the Lenders and the Grantee have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and certain other Subsidiaries of the Borrower, have guaranteed the repayment of the Secured Obligations pursuant to the Guaranty dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Borrower, the Grantor and certain other Subsidiaries of the Borrower have entered into a Security Agreement with the Grantee dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the patents as listed on Exhibit A attached hereto (the "Patents"), which Patents are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Holders of Secured Obligations. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations as defined in the Security Agreement), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under the Security Agreement and this Confirmatory Grant.


(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Patents, (3) the goodwill associated with such Patents and (4) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant 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 California.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

ROCK FIT LLC

By: 
Name: Frank Zarabi
Title: Chief Executive Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

Exhibit A - SCHEDULE OF PATENTS

Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date	Title	Inventor(s)	Current Owner
D641539 29362278	19-JUL-2011 21-MAY-2010	SUPPORTIVE APPAREL	FRANK ZARABI	ROCK FIT, LLC
D641135 29362275	12-JUL-2011 21-MAY-2010	SUPPORTIVE APPAREL	FRANK ZARABI	ROCK FIT, LLC
D641134 29362273	12-JUL-2011 21-MAY-2010	SUPPORTIVE APPAREL	FRANK ZARABI	ROCK FIT, LLC
D641133 29362269	12-JUL-2011 21-MAY-2010	SUPPORTIVE APPAREL	FRANK ZARABI	ROCK FIT, LLC
D641130 29362266	12-JUL-2011 21-MAY-2010	SUPPORTIVE APPAREL	FRANK ZARABI	ROCK FIT, LLC
D641129 29362262	12-JUL-2011 21-MAY-2010	SUPPORTIVE APPAREL	FRANK ZARABI	ROCK FIT, LLC
D641128 29362256	12-JUL-2011 21-MAY-2010	SUPPORTIVE APPAREL	FRANK ZARABI	ROCK FIT, LLC
D641127 29362271	12-JUL-2011 21-MAY-2010	SUPPORTIVE APPAREL	FRANK ZARABI	ROCK FIT, LLC
D632050 29363013	08-FEB-2011 03-JUN-2010	SUPPORTIVE APPAREL	FRANK ZARABI	ROCK FIT, LLC

PATENT

REEL: 046218 FRAME: 0836

RECORDED: 06/27/2018