

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5032544

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PINK ADVENTURE GROUP, INC.	06/29/2018
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 SOUTH DEARBORN, FLOOR L2
Internal Address:	SUITE 1L1-0480
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D766157
Patent Number:	D775016
Patent Number:	D816009
Patent Number:	9145092
Patent Number:	9463745
Application Number:	15449790
CORRESPONDENCE DATA	
Fax Number:	(678)553-2413
<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:	6785532283
Email:	stonel@gtlaw.com
Correspondent Name:	LORRIN STONE
Address Line 1:	3333 PIEDMONT ROAD, NE
Address Line 4:	ATLANTA, GEORGIA 30305
NAME OF SUBMITTER:	LORRIN STONE
SIGNATURE:	/Lorrin Stone/
DATE SIGNED:	07/02/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made as of June 29, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each, individually, "Grantor"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (together with its successors and assigns, the "Administrative Agent") for the Lenders party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among HERSCEND ADVENTURE HOLDINGS, LLC, a Georgia limited liability company (the "Company"), the Subsidiaries of the Company from time to time part thereto as "Borrowers" (such Subsidiaries, together with the Company, each, a "Borrower" and, collectively, jointly and severally, as "Borrowers"), the other Loan Parties party thereto, the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, that certain Pledge and Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, the other Persons party thereto as grantors and the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Administrative Agent this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Each Grantor hereby unconditionally grants to the Administrative Agent, a continuing security interest in all of such Grantor's right, title, and interest in and to all of the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:

(a) all patents, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each patent listed on Schedule 1 attached hereto), together with (i) all renewals of the foregoing, (ii) all income,

royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

3. Authorization to Supplement. If any Grantor shall obtain rights to any new patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give notice to the Administrative Agent in accordance with, and to the extent required by Section 7 of the Security Agreement, with respect to any such new patents. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Administrative Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

4. Security for Secured Obligations. This Patent Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Administrative Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

5. Termination. This Patent Security Agreement shall remain in effect until termination of the Security Agreement in accordance with Section 7.14 thereof.

6. Miscellaneous. This security interest is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule I is incorporated herein by reference for all purposes. **THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA AND THE UNITED STATES OF AMERICA, INCLUDING**

WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.

This Patent Security Agreement shall be binding upon each Grantor, and the trustees, receivers, successors and assigns of any Grantor, including all successors in interest of any Grantor in and to all or any part of the Patent Collateral, and shall benefit the Administrative Agent and its successors and permitted assigns. If any provision of this Patent Security Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Patent Security Agreement shall not be affected thereby, and this Patent Security Agreement shall be liberally construed so as to carry out the intent of the parties to it. Except as expressly set forth in Section 3, this Patent Security Agreement may be amended or modified only with the written consent of each party hereto.

7. Counterparts; Headings. This Patent Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Patent Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement. The section headings appearing in this Patent Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Patent Security Agreement.

8. Construction. This Patent Security Agreement is a Loan Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein).

[Continued on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PINK ADVENTURE GROUP, INC.

By: 

Name: Andrew Wexler

Title: President

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Samuel Kuttig
Title: Authorized Officer

[PINK—PATENT SECURITY AGREEMENT]

PATENT
REEL: 046248 FRAME: 0814

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS

Grantor	Patent Description	Patent Number	Issue Date	Jurisdiction
Pink Adventure Group, Inc.	Roll cage	D766,157	09/13/16	USPTO
Pink Adventure Group, Inc.	Vehicle bumper	D775,016	12/27/16	USPTO
Pink Adventure Group, Inc.	Side entry vehicle systems and related components	9,145,092	09/29/15	USPTO
Pink Adventure Group, Inc.	Side entry vehicle systems and related components	9,463,745	10/11/16	USPTO

PATENT APPLICATIONS

Grantor	Patent Description	Patent Number	Application Date	Jurisdiction
Pink Adventure Group, Inc.	Roll cage	D816,009	4/24/2018	USPTO
Pink Adventure Group, Inc.	Vehicle seating system and related methods	2017/0174100 A1	06/22/17	USPTO

PATENT LICENSES

None.