

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6020963

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
WILMINGTON TRUST, NATIONAL ASSOCIATION	03/09/2020

RECEIVING PARTY DATA

Name:	MGG CALIFORNIA LLC, AS SUCCESSOR AGENT
Street Address:	ONE PENN PLAZA
Internal Address:	53RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10119

PROPERTY NUMBERS Total: 28

Property Type	Number
Application Number:	29244443
Application Number:	29271063
Application Number:	29296379
Application Number:	29321083
Application Number:	29342531
Application Number:	29342528
Application Number:	29342534
Application Number:	29359063
Application Number:	29384605
Application Number:	29384606
Application Number:	29384608
Application Number:	29433657
Application Number:	29433659
Application Number:	29433660
Application Number:	29435707
Application Number:	11264204
Application Number:	11344987
Application Number:	11345456
Application Number:	11345455

PATENT

Property Type	Number
Application Number:	11971835
Application Number:	12323871
Application Number:	12414515
Application Number:	12424352
Application Number:	12868498
Application Number:	13662098
Application Number:	13662143
Application Number:	13662198
Application Number:	14613200

CORRESPONDENCE DATA

Fax Number: (212)593-5955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. KAREFF C/O SCHULTE ROTH & ZABEL LLP

Address Line 1: 919 THIRD AVENUE

Address Line 2: 25TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	050319-0101
NAME OF SUBMITTER:	SCOTT KAREFF (050319-0101)
SIGNATURE:	/kc for sk/
DATE SIGNED:	03/18/2020

Total Attachments: 15

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RESIGNATION AND APPOINTMENT AGREEMENT

This RESIGNATION AND APPOINTMENT AGREEMENT (this "Agreement") is entered into as of March 9, 2020 (the "Effective Date"), by and among Wilmington Trust, National Association ("Wilmington"), in its respective capacities as administrative agent and collateral agent under the Financing Agreement referred to below (in such capacities, the "Existing Agent"), and MGG California LLC ("MGG"), in its capacity as successor to the rights, powers and duties of Wilmington, as Existing Agent (in such capacity, the "Successor Agent"), the Lenders (as defined below) and the Loan Parties (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Financing Agreement, dated as of December 27, 2016 (as amended, supplemented or otherwise modified prior to the date hereof, the "Financing Agreement"), by and among Diamond Products, LLC, a Delaware limited liability company (the "Parent"), each Subsidiary of the Parent listed as a "Borrower" on the signature pages thereto (together with each Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each Subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent and each Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations (as defined therein), each a "Guarantor" and collectively, the "Guarantors"), each lender that executes a counterpart agreement or an assignment and acceptance agreement and becomes a "Lender" thereunder (each a "Lender" and collectively, the "Lenders"), Wilmington and the Origination Agent (as defined therein);

WHEREAS, the Existing Agent is the designated Administrative Agent and Collateral Agent under the Financing Agreement and the other Loan Documents and grantee in respect of Liens for the benefit of itself and the Lenders (collectively, the "Security Documents") evidenced by UCC-1 financing statements, account control agreements and other security documents; all such agreements, instruments and documents, including, without limitation, the documents identified on Schedule A attached hereto (the "Perfection Instruments"); and

WHEREAS, effective as of the Effective Date, the Existing Agent will resign as Administrative Agent and Collateral Agent under the Financing Agreement and the other Loan Documents pursuant to the terms of Section 10.07 of the Financing Agreement, and the Lenders will, concurrently with such resignation, appoint MGG as successor Administrative Agent and successor Collateral Agent under the Financing Agreement and the other Loan Documents.

NOW, THEREFORE, the parties hereto hereby agree as follows:

SECTION 1.

DEFINITIONS AND OTHER MATTERS

Section 1.1 Unless otherwise defined herein, terms used herein that are defined in the Financing Agreement shall have the meanings given to such terms in the Financing Agreement.

Section 1.2 The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement and all section references herein are to this Agreement unless otherwise specified.

Section 1.3 All terms in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

SECTION 2.

RESIGNATION OF AGENTS

Section 2.1 Resignation of Existing Agent. Wilmington hereby gives notice of and confirms its resignation as Administrative Agent and Collateral Agent pursuant to Section 10.07 of the Financing Agreement, effective as of the Effective Date, as specified in Section 6.1 below.

Section 2.2 Appointment of Successor Agent. The Lenders hereby appoint MGG, effective as of the Effective Date, to be the successor Administrative Agent and successor Collateral Agent under the Financing Agreement and the other Loan Documents pursuant to Section 10.07 of the Financing Agreement, with such rights and duties as are set forth in the Financing Agreement and the other Loan Documents.

Section 2.3 Acceptance by Successor Agent. MGG hereby accepts its appointment as Successor Agent as provided in Section 2.2 hereof, effective as of the Effective Date.

Section 2.4 Consent by Loan Parties. The Loan Parties hereby consent to the appointment of MGG as successor Administrative Agent and successor Collateral Agent.

SECTION 3.

AGENT ASSIGNMENT AND ACCEPTANCE

Section 3.1 Assignment. Wilmington, in its capacity as Existing Agent, hereby assigns, transfers and conveys, as of the Effective Date, to MGG, in its capacity as Successor Agent, for the ratable benefit of the Lenders, all of Wilmington's right, title and interest in, to and under (a) the Collateral and in, to and under all of the Security Documents, the Perfection Instruments and any other Loan Documents evidencing the grant of any item or security interest in any property of the Loan Parties, and (b) all proceeds thereof (collectively, the "Assigned Items").

Section 3.2 Acceptance. MGG, in its capacity as Successor Agent, hereby accepts, as of the Effective Date, all of Wilmington's right, title and interest, as Existing Agent, in, to and under the Assigned Items.

Section 3.3 Effect on Financing Agreement and the Loan Documents. Effective as of the Effective Date, all references in the Financing Agreement and the other Loan Documents to Wilmington shall be deemed to refer to MGG.

Documents to "Wilmington", the "Administrative Agent" or the "Collateral Agent" shall be deemed, where appropriate, to be references to MGG, individually or in its respective capacities as Administrative Agent and/or Collateral Agent, as applicable.

Section 3.4 Account Control Agreements. Wilmington, in its capacity as Existing Agent, shall (promptly after the occurrence of the Effective Date) deliver to MGG, in its capacity as Successor Agent, a letter duly executed by the Existing Agent, substantially in the form attached hereto as Exhibit 1, notifying each Person party to a deposit account control agreement or securities account control agreement, as applicable, that the Existing Agent has resigned as "secured party" (as such term or any similar term is defined in each such deposit account control agreement or securities account control agreement) under such deposit account control agreement or securities account control agreement and that MGG has been appointed as the successor "secured party" under such deposit account control agreement or securities account control agreement.

Section 3.5 Certain Obligations; Further Assurances.

(a) Wilmington, in its capacity as Existing Agent, hereby authorizes MGG, in its capacity as Successor Agent, to file (i) UCC-3 amendments to each of the UCC-1 financing statements listed on Schedule A hereto necessary to perfect the security interest of the Successor Agent in the Collateral (the "UCC Assignments") and (ii) any other security assignments and other documents to reflect MGG as the Administrative Agent and/or the Collateral Agent, as applicable, under the Financing Agreement and the other Loan Documents.

(b) The Loan Parties, in respect of each property and liability insurance policy listed on Schedule B hereto, shall (i) deliver to the Successor Agent certificates of insurance naming the Successor Agent as additional insured or lender's loss payee, as applicable, and (ii) cause such policies to be amended or endorsed to the Successor Agent.

(c) Wilmington, in its capacity as Existing Agent, and the Loan Parties shall execute and deliver, from time to time, upon the reasonable written request of MGG, and at the expense of the Loan Parties, any and all such further instruments and documents and take such further reasonable action as is necessary in obtaining the full benefits of this Agreement, the Security Documents, the other Loan Documents and of the rights and powers herein and therein granted.

SECTION 4.

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties.

(a) Each of the parties hereto hereby represents and warrants that (i) it is legally authorized to enter into this Agreement and perform its obligations hereunder, (ii) it has duly executed and delivered this Agreement and (iii) this Agreement is a legal, valid and binding agreement of it, enforceable against it according to its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and

subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) This Agreement is hereby made without representation or warranty of any kind, nature or description except as specified in clause (a) of this Section 4.1.

SECTION 5.

EXPENSES

Section 5.1 Expenses. All out-of-pocket fees and expenses (including without limitation reasonable attorneys' fees and expenses) of Wilmington, in its capacity as Existing Agent, and of MGG, in its capacity as Successor Agent, incurred in connection with this Agreement, including, without limitation, any fees for filing the UCC Assignments or filing of record of any instrument effecting or giving notice of the assignment evidenced hereby, shall be at the expense of and are for the account of the Loan Parties and payable in accordance with the terms of, and subject to the limitations of, the Financing Agreement and the other Loan Documents.

SECTION 6.

EFFECTIVENESS OF AGREEMENT; MISCELLANEOUS

Section 6.1 Effectiveness. This Agreement shall be and become effective upon the execution and delivery of this Agreement by each of the parties hereto on the Effective Date.

Section 6.2 Headings. Section, subsection and other headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

Section 6.3 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 6.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns, and nothing herein or in any other agreement executed or delivered in connection herewith is intended or shall be construed to give any other Person any right, remedy or claim under, to or in respect of this Agreement, the Financing Agreement, any other Loan Document or the Collateral.

Section 6.5 Conflict with Other Agreements. The parties agree that in the event of any conflict between the provisions of this Agreement and the provisions of the Financing Agreement or any of the other Loan Documents, the provisions of this Agreement shall control.

Section 6.6 GOVERNING LAW. THE PROVISIONS OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Section 6.7 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Section 6.8 Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart of this Agreement; provided that any party hereto that delivers an executed counterpart by facsimile or electronic mail shall deliver to Successor Agent the reasonably requested number of original executed counterparts of this Agreement.

Section 6.9 Notices. All notices, requests, demands and other communications provided for or permitted hereunder shall be in writing (including telecopy communications), shall be sent by mail, facsimile, e-mail or hand delivery to the addresses of such parties set forth below:

If to the Existing Agent:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, Delaware 19890
Attention: Joseph B. Feil
Phone: (302) 636-6466
Email: jfeil@wilmingtontrust.com

If to the Successor Agent:

MGG California LLC
One Penn Plaza, 53rd Floor
New York, New York 10119
Attention: Hadley Ma
Phone: (212) 356-6105
Email: hma@mgginv.com
Facsimile: (646) 669-7189

Except as otherwise provided in this Agreement, the cost thereof shall be for the sole account of the Loan Parties (on a joint and several basis). All such notices, requests, demands and communications shall, to be effective hereunder, be in writing or by a telecommunications device capable of creating a written record, and shall be effective when received.

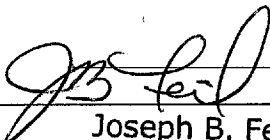
Section 6.10 Schedules. Schedules A and B and Exhibit 1 are hereby incorporated into this Agreement by reference and constitute a part of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF the parties hereto have executed this Agreement or caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first above written.

EXISTING AGENT:

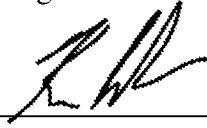
WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Existing Agent

By: 
Name: Joseph B. Feil
Title: Vice President

SUCCESSOR AGENT:

MGG California LLC,
as Successor Agent

By: _____



Name: _____

Title: _____

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST ABOVE WRITTEN:

LENDERS:

MGG Insurance Fund Series of Interests in SALI
Multi-Series Fund, LP

MGG (BVI) Limited

MGG SF Drawdown Unlevered Fund LP

MGG SF Evergreen Unlevered Fund LP

MGG SF Evergreen Master Fund (Cayman) LP

MGG SF Drawdown Master Fund (Cayman) LP

MGG SF Evergreen Unlevered Master Fund II
(Cayman) LP

MGG Offshore Funding I, LLC

By: MGG Investment Group LP, on behalf of each
of the above, as Authorized Signatory

By: _____



Name: Kevin Griffin

Title: Chief Executive Officer


ACCEPTED AND AGREED TO
AS OF THE DATE FIRST ABOVE WRITTEN:

LOAN PARTIES:

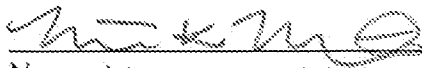
DIAMOND PRODUCTS, LLC

By: 
Name: MATTHEW MATSUDAIRA
Title: CEO

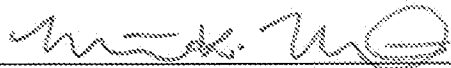
PD PRODUCTS, LLC

By: 
Name: MATTHEW MATSUDAIRA
Title: CEO

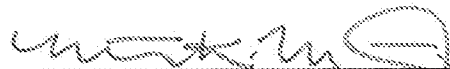
HEALTH & WELLNESS ESSENTIALS, LLC

By: 
Name: MATTHEW MATSUDAIRA
Title: CEO

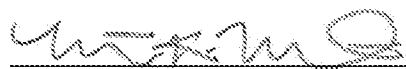
JJ ACQUISITION, LLC

By: 
Name: MATTHEW MATSUDAIRA
Title: CEO

SIR RICHARDS, LLC

By: 
Name: MATTHEW MATSUDAIRA
Title: CEO

HW MGMT, LLC

By: 
Name: MATTHEW MATSUDAIRA
Title: CEO

Schedule A

Loan Documents

1. Pledge and Security Agreement, dated as of December 27, 2016 (as amended prior to the date hereof), duly executed by each of the Loan Parties in favor of Wilmington.
2. Assignment for Security -- Trademarks, dated as of December 27, 2016, duly executed by certain Loan Parties in favor of Wilmington.
3. Assignment for Security -- Copyrights, dated as of December 27, 2016, duly executed by certain Loan Parties in favor of Wilmington.
4. Assignment for Security -- Patents, dated as of December 27, 2016, duly executed by certain Loan Parties in favor of Wilmington.
5. CNB Deposit Account Control Agreement, dated as of December 27, 2016, between Wilmington, City National Bank, and certain Loan Parties.
6. 21350 Lassen Landlord Waiver, dated as of December 27, 2016, between Wilmington, Diamond Products LLC, and NS Properties I, LLC.
7. 21230 Lassen Landlord Waiver, dated as of December 27, 2016, between Wilmington, PD Products, LLC and L.N.M. Corporations-Sunland Industrial Properties.
8. 21122 Lassen Landlord Waiver, dated as of December 27, 2016, between Wilmington, PD Products, LLC and Lainer Investments.
9. Sponsor Subordination Agreement, dated as of December 27, 2016, between Wilmington, Brookstone Partners Acquisition XXI, LLC and certain Loan Parties.
10. Intercompany Subordination Agreement, dated as of December 27, 2016 (as amended prior to the date hereof), between the Loan Parties and Wilmington.
11. Subordination and Intercreditor Agreement, dated as of December 27, 2016 (as amended prior to the date hereof), among Wilmington, the subordinated agent party thereto, the subordinated creditors party thereto, and certain Loan Parties.
12. Management Fee Subordination Agreement, dated as of November 25, 2019, between Wilmington, the Loan Parties and MJT Park Investors, Inc.
13. Irrevocable Proxy, dated as of December 27, 2016, executed by Sir Richard's, LLC for the benefit of Wilmington.
14. Irrevocable Proxy, dated as of December 27, 2016, executed by HW MGMT, LLC for the benefit of Wilmington.

15. Irrevocable Proxy, dated as of December 27, 2016, executed by Health & Wellness Essentials, LLC for the benefit of Wilmington.
16. Irrevocable Proxy, dated as of December 27, 2016, executed by PD Products, LLC for the benefit of Wilmington.
17. Irrevocable Proxy, dated as of December 27, 2016, executed by JJ Acquisition, LLC for the benefit of Wilmington.
18. The following UCC Financing Statements filed in favor of Wilmington Trust, National Association, as Collateral Agent and on behalf of the Secured Parties:

<u>Debtor</u>	<u>File Date(s)</u>	<u>File Number(s)</u>	<u>Jurisdiction</u>
Diamond Products, LLC	12/28/2016	2016 8063826	Delaware
Health & Wellness Essentials, LLC	12/28/2016	2016 8063974	Delaware
HW MGMT, LLC	12/28/2016	2016 8064048	Delaware
JJ Acquisition, LLC	12/28/2016	2016 8064097	Delaware
PD Products, LLC	12/28/2016	2016 8064139	Delaware
Sir Richard's LLC	12/28/2016	2016 8064196	Delaware

Schedule B

Insurance

1. Commercial Property Policy, policy period dating from November 1, 2019, to November 1, 2020, by Verlan Fire Insurance Company for the benefit of Wilmington (Policy No. M004872-19).
2. General Liability Policy, policy period dating from October 1, 2019, to October 1, 2020, by Associated Industries Insurance Company, Inc. for the benefit of Wilmington (Policy No. AES1048796 02).
3. Automobile Liability Policy, policy period dating from December 7, 2019, to December 7, 2020, by Mercury Insurance Company, Inc. for the benefit of Wilmington (Policy No. BA040000039273).

Exhibit 1

Form of Account Control Agreement Letter

WILMINGTON TRUST, NATIONAL ASSOCIATION

[]
[]

[DATE]

[]
[]
[]

Attn: []

Dear []:

We refer you to that certain [], dated as of [], a copy of which is attached hereto as Exhibit A (the "Account Control Agreement"), between you, [] (the "Company") and Wilmington Trust, National Association (the "Secured Party"), as Collateral Agent for the lenders (the "Lenders") that are parties to that certain Financing Agreement, dated as of December 27, 2016 (as amended, supplemented or otherwise modified from time to time, the "Financing Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Financing Agreement), by and among Diamond Products, LLC, a Delaware limited liability company (the "Parent"), each subsidiary of the Parent listed as a "Borrower" on the signature pages thereto (together with each Person that executes a joinder agreement and becomes a "Borrower" thereunder, each a "Borrower" and collectively, the "Borrowers"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent and each Person that executes a joinder agreement and becomes a "Guarantor" thereunder or otherwise guaranties all or any part of the Obligations (as defined therein), each a "Guarantor" and collectively, the "Guarantors"), each lender that executes a counterpart agreement or an assignment and acceptance agreement and becomes a "Lender" thereunder (each a "Lender" and collectively, the "Lenders"), the Secured Party and the Origination Agent (as defined therein). All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Account Control Agreement.

[Signature Page Follows]

The undersigned has resigned as Administrative Agent and as Collateral Agent for the Lenders and has assigned all of its rights as the Secured Party under the Account Control Agreement to MGG California LLC as successor Administrative Agent and successor Collateral Agent. On and after the date hereof, MGG California LLC shall be the Secured Party under the Account Control Agreement.

Sincerely,

WILMINGTON TRUST, NATIONAL
ASSOCIATION

By: _____
Name:
Title: