

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418353

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MERCHSOURCE, LLC		03/01/2017	Limited Liability Company: DELAWARE
COHESION PRODUCTS, LLC		03/01/2017	Limited Liability Company: DELAWARE
THREESIXTY BRANDS GROUP LLC		03/01/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB
Street Address:	500 DELAWARE AVENUE
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	FEDERAL SAVINGS BANK: UNITED STATES

PROPERTY NUMBERS Total: 115

Property Type	Number	Word Mark
Registration Number:	3875309	C
Registration Number:	3101168	THREESIXTY SOURCING
Registration Number:	3397912	THREESIXTY SOURCING
Registration Number:	4732153	HOMESPACE SOLUTIONS
Registration Number:	3827084	TEACH & TALK
Registration Number:	3871877	COHESION PRODUCTS
Registration Number:	4049294	
Registration Number:	4075973	PET'S PAD
Registration Number:	4108301	
Registration Number:	4147732	
Registration Number:	4148847	TREEHAUS WOOD SHOPPE
Registration Number:	4200911	TREEHAUS WOOD SHOPPE
Registration Number:	4283520	TREEHAUS WOOD SHOPPE
Registration Number:	4311678	
Registration Number:	4363166	TREEHAUS TOY SHOPPE

CH \$2890.00 3875309

Property Type	Number	Word Mark
Registration Number:	3510122	SHOP-AROUND
Registration Number:	2653156	GOURMET TRADITIONS
Registration Number:	3232652	MERCHSOURCE
Registration Number:	3473563	BLUE HAT TOY COMPANY
Registration Number:	3474154	BLUE HAT TOY COMPANY
Registration Number:	3493282	SARAH PEYTON
Registration Number:	3541665	SHIFT3
Registration Number:	3587092	SHIFT3
Registration Number:	3590091	LITTLE SHOTS
Registration Number:	3603089	SARAH PEYTON
Registration Number:	3644843	FUN 2 SAVE
Registration Number:	3732533	SARAH PEYTON
Registration Number:	3740746	LITTLE TUNES
Registration Number:	4004868	SARAH PEYTON
Registration Number:	3759005	VENGEANCE
Registration Number:	3779334	THE BLACK SERIES
Registration Number:	3786376	
Registration Number:	3858326	LOOKBOOK
Registration Number:	3871876	COHESION
Registration Number:	3881569	LITERATI
Registration Number:	3889022	THUNDER TUMBLER
Registration Number:	3962777	SARAH PEYTON
Registration Number:	3962778	SARAH PEYTON
Registration Number:	3962887	SARAH PEYTON
Registration Number:	3963019	LIGHTBLAST
Registration Number:	3992305	SHIFT3
Registration Number:	4001150	LITERATI
Registration Number:	4001151	LOOKBOOK
Registration Number:	4004869	BLUE HAT TOY COMPANY
Registration Number:	4004872	MERCHSOURCE THE ITEM COMPANY
Registration Number:	4005546	SP
Registration Number:	4049685	THE BLACK SERIES BY SHIFT3
Registration Number:	4094743	THE BLACK SERIES
Registration Number:	4100319	THE BLACK SERIES
Registration Number:	4132222	THE BLACK SERIES
Registration Number:	4180392	K&D
Registration Number:	4192077	THE BLACK SERIES
Registration Number:	4210073	

Property Type	Number	Word Mark
Registration Number:	4271313	RESTOR STYLE
Registration Number:	4278746	RESTOR STYLE
Registration Number:	4377799	ORDER ORGANIZING SYSTEMS
Registration Number:	4381345	ORDER
Registration Number:	4419374	WILDWOOD TOYS
Registration Number:	4466963	LUX BY SHIFT3
Registration Number:	4481770	VERANDA
Registration Number:	4555079	MONSTER SPINNING CAR
Registration Number:	4564561	ORDER
Registration Number:	4584939	LOFT LIVING
Registration Number:	4596583	APOTHECARY & COMPANY
Registration Number:	4606370	ORDER HOME COLLECTION
Registration Number:	4672088	ORDER ORGANIZING SYSTEMS
Registration Number:	3491247	COMPASS
Registration Number:	4424987	SMART GLIDE
Registration Number:	4424991	SMART GLIDE TECHNOLOGY
Registration Number:	4735604	ECHELON
Registration Number:	4906971	SHIFT3
Registration Number:	5080271	
Registration Number:	4967585	
Registration Number:	3648649	WONDERWALL
Registration Number:	3648650	SPEEDSPINNER
Registration Number:	3648651	SPEEDBORG
Registration Number:	4092052	SHARPER LIVING
Registration Number:	3588871	THE SHARPER IMAGE
Registration Number:	3950166	THE SHARPER IMAGE
Registration Number:	3130633	THE SHARPER IMAGE
Registration Number:	1489485	THE SHARPER IMAGE
Registration Number:	3854174	THE SHARPER IMAGE
Registration Number:	1171695	THE SHARPER IMAGE
Registration Number:	1645994	THE SHARPER IMAGE
Registration Number:	1498543	THE SHARPER IMAGE
Registration Number:	1646417	THE SHARPER IMAGE
Registration Number:	3886596	THE SHARPER IMAGE
Registration Number:	3074460	SHARPERIMAGE.COM
Registration Number:	2928740	SHARPERIMAGE.COM
Registration Number:	2072379	TRAVEL COMPANION
Registration Number:	2360586	TURBO-GROOMER

Property Type	Number	Word Mark
Registration Number:	2801157	SHARPER IMAGE
Registration Number:	2801489	SHARPER IMAGE
Registration Number:	1862537	AUTO-DRIVE
Registration Number:	2383876	IONIC BREEZE
Registration Number:	1619646	SOUND SOOTHER
Registration Number:	2794855	SOUND SOOTHER
Registration Number:	4538247	SHARPER IMAGE
Registration Number:	4649539	SHARPER IMAGE
Registration Number:	4440851	SHARPER IMAGE
Registration Number:	4426564	SHARPER IMAGE
Registration Number:	4511952	SHARPER IMAGE
Registration Number:	4683726	SHARPER IMAGE
Registration Number:	4805496	SHARPER IMAGE
Serial Number:	86598708	SHARPER IMAGE
Serial Number:	86790352	SHARPER IMAGE
Serial Number:	87194208	RETURN TO WONDER
Registration Number:	5013040	APOTHECARY
Registration Number:	5106774	AMERICAN VINTAGE STYLE
Registration Number:	4108884	
Registration Number:	4025343	
Registration Number:	3934591	PENELOPE THE PUP
Registration Number:	4004871	
Registration Number:	4129183	
Registration Number:	3926927	

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	43082.068 TM Agmt
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	03/03/2017

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK 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 Wilmington Savings Fund Society, FSB, as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

A. Pursuant to the Credit Agreement, dated as of March 1, 2017 (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 (the “Borrower”), 360 HOLDINGS II CORP., a Delaware corporation, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

B. All of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark 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 Borrower 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 Security Agreement.

Section 2. Grant of Security Interest in Trademark 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 valid and continuing security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, other than Excluded Property;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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 Trademark 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 Trademark 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 BRANDS GROUP LLC
as Grantor

By: 

Name: Adam Gromfin
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

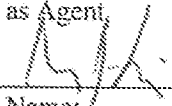
WILMINGTON SAVINGS FUND SOCIETY, FSB

as Agent,

By:

Name:

Title:


Geoffrey J. Lewis
Vice President

[Signature Page to Trademark Security Agreement - Term]

TRADEMARK
REEL: 006001 FRAME: 0963

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
Cohesion Design	US	Trademark	3,875,309	Registered	Cohesion Products Limited
THREESIXTY SOURCING	US	Trademark	3,101,168	Registered	ThreeSixty Sourcing Ltd.
THREESIXTY SOURCING	US	Trademark	3,397,912	Registered	ThreeSixty Sourcing Ltd.
HOMESPACE SOLUTIONS	US	Trademark	4,732,153	Registered	Cohesion Products, LLC
Teach and Talk	US	Trademark	3,827,084	Registered	MerchSource, LLC
Cohesion Products	US	Trademark	3,871,877	Registered	Cohesion Products Limited
TREEHAUS WOOD SHOPPE & design	US	Trademark	4,049,294	Registered	MerchSource, LLC
Pet's Pad	US	Trademark	4,075,973	Registered	MerchSource, LLC
TREEHAUS WOOD SHOPPE Logo	US	Trademark	4,108,301	Registered	MerchSource, LLC
TREEHAUS WOOD SHOPPE Logo	US	Trademark	4,147,732	Registered	MerchSource, LLC
TREEHAUS WOOD SHOPPE	US	Trademark	4,148,847	Registered	MerchSource, LLC
TREEHAUS WOOD SHOPPE	US	Trademark	4,200,911	Registered	MerchSource, LLC
TREEHAUS WOOD SHOPPE	US	Trademark	4,283,520	Registered	MerchSource, LLC
TREEHAUS Logo	US	Trademark	4,311,678	Registered	MerchSource, LLC
Treehaus	US	Trademark	4,363,166	Registered	MerchSource, LLC
SHOP-AROUND	US	Trademark	3,510,122	Registered	ThreeSixty Sourcing Ltd.
Gourmet Traditions	US	Trademark	2,653,156	Registered	MerchSource, LLC
MerchSource	US	Trademark	3,232,652	Registered	MerchSource, LLC
Blue Hat	US	Trademark	3,473,563	Registered	MerchSource, LLC
BLUE HAT TOY COMPANY	US	Trademark	3,474,154	Registered	MerchSource, LLC
Sarah Peyton	US	Trademark	3,493,282	Registered	MerchSource, LLC

Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
SHIFT3	US	Trademark	3,541,665	Registered	MerchSource, LLC
Shift3	US	Trademark	3,587,092	Registered	MerchSource, LLC
Little Shots	US	Trademark	3,590,091	Cancelled 10/23/15	MerchSource, LLC
Sarah Peyton	US	Trademark	3,603,089	Registered	MerchSource, LLC
Fun 2 Save	US	Trademark	3,644,843	Registered	MerchSource, LLC
Sarah Peyton & Logo	US	Trademark	3,732,533	Registered	MerchSource, LLC
Little Tunes Word Mark	US	Trademark	3,740,746	Registered	MerchSource, LLC
SARAH PEYTON	US	Trademark	4,004,868	Registered	MerchSource, LLC
Vengeance Word Mark	US	Trademark	3,759,005	Registered	MerchSource, LLC
The Black Series	US	Trademark	3,779,334	Registered	MerchSource, LLC
Symbol Logo	US	Trademark	3,786,376	Registered	MerchSource, LLC
Lookbook	US	Trademark	3,858,326	Registered	MerchSource, LLC
Cohesion	US	Trademark	3,871,876	Registered	Cohesion Products Limited
Literati	US	Trademark	3,881,569	Registered	MerchSource, LLC
THUNDER TUMBLER	US	Trademark	3,889,022	Registered	MerchSource, LLC
Sarah Peyton	US	Trademark	3,962,777	Registered	MerchSource, LLC
Sarah Peyton & Logo	US	Trademark	3,962,778	Registered	MerchSource, LLC
Sarah Peyton	US	Trademark	3,962,887	Registered	MerchSource, LLC
Lightblast	US	Trademark	3,963,019	Registered	MerchSource, LLC
SHIFT3	US	Trademark	3,992,305	Registered	MerchSource, LLC
LITERATI (stylized)	US	Trademark	4,001,150	Registered	MerchSource, LLC
LOOKBOOK (stylized)	US	Trademark	4,001,151	Registered	MerchSource, LLC
BLUE HAT TOY COMPANY	US	Trademark	4,004,869	Registered	MerchSource, LLC
MerchSource	US	Trademark	4,004,872	Registered	MerchSource, LLC
Sarah Peyton	US	Trademark	4,005,546	Registered	MerchSource, LLC

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TRADEMARK
REEL: 006001 FRAME: 0965

Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
THE BLACK SERIES BY SHIFT3	US	Trademark	4,049,685	Registered	MerchSource, LLC
THE BLACK SERIES	US	Trademark	4,094,743	Registered	MerchSource, LLC
THE BLACK SERIES	US	Trademark	4,100,319	Registered	MerchSource, LLC
THE BLACK SERIES	US	Trademark	4,132,222	Registered	MerchSource, LLC
K&D	US	Trademark	4,180,392	Registered	MerchSource, LLC
THE BLACK SERIES	US	Trademark	4,192,077	Registered	MerchSource, LLC
Blue Hat	US	Trademark	4,210,073	Registered	MerchSource, LLC
RESTOR STYLE	US	Trademark	4,271,313	Registered	MerchSource, LLC
Restor	US	Trademark	4,278,746	Registered	MerchSource, LLC
Order	US	Trademark	4,377,799	Registered	MerchSource, LLC
Order	US	Trademark	4,381,345	Registered	MerchSource, LLC
Wildwood	US	Trademark	4,419,374	Registered	MerchSource, LLC
Lux by Shift3	US	Trademark	4,466,963	Registered	MerchSource, LLC
Veranda	US	Trademark	4,481,770	Registered	MerchSource, LLC
Monster Spinning Car	US	Trademark	4,555,079	Registered	MerchSource, LLC
Order	US	Trademark	4,564,561	Registered	MerchSource, LLC
Loft Living	US	Trademark	4,584,939	Registered	MerchSource, LLC
Apothecary & Company	US	Trademark	4,596,583	Registered	MerchSource, LLC
Order Home Collection	US	Trademark	4,606,370	Registered	MerchSource, LLC
Order	US	Trademark	4,672,088	Registered	MerchSource, LLC
COMPASS	US	Trademark	3,491,247	Registered	ThreeSixty Sourcing Ltd.
SMART GLIDE	US	Trademark	4,424,987	Registered	Cohesion Products, LLC
SMART GLIDE TECHNOLOGY & Design	US	Trademark	4,424,991	Registered	Cohesion Products, LLC
ECHELON	US	Trademark	4,735,604	Registered	MerchSource, LLC
SHIFT3 (design)	US	Trademark	4,906,971	Registered 03/01/16	MerchSource, LLC

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TRADEMARK
REEL: 006001 FRAME: 0966

Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
Thunder Tumbler Monster Spinning Car	US	Trademark	5,080,271	Registered	MerchSource, LLC
Logo	US	Trademark	4,967,585	Registered	MerchSource, LLC
WONDERWALL	US	Trademark	3,648,649	Registered	MerchSource, LLC
SPEEDSPINNDER	US	Trademark	3,648,650	Registered	MerchSource, LLC
SPEEDBORG	US	Trademark	3,648,651	Registered	MerchSource, LLC
SHARPER LIVING	US	Trademark	4,092,052	Registered	*ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	3,588,871	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	3,950,166	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	3,130,633	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	1,489,485	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	3,854,174	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	1,171,695	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	1,645,994	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	1,498,543	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	1,646,417	Registered	* ThreeSixty Brands Group LLC
THE SHARPER IMAGE	US	Trademark	3,886,596	Registered	* ThreeSixty Brands Group LLC
SHARPERIMAGE.CO M	US	Trademark	3,074,460	Registered	* ThreeSixty Brands Group LLC
SHARPERIMAGE.CO M	US	Trademark	2,928,740	Registered	* ThreeSixty Brands Group LLC
TRAVEL COMPANION	US	Trademark	2,072,379	Registered	* ThreeSixty Brands Group LLC






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TRADEMARK
REEL: 006001 FRAME: 0967

Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
TURBO-GROOMER	US	Trademark	2,360,586	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	2,801,157	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	2,801,489	Registered	* ThreeSixty Brands Group LLC
AUTO-DRIVE	US	Trademark	1,862,537	Registered	* ThreeSixty Brands Group LLC
IONIC BREEZE	US	Trademark	2,383,876	Registered	* ThreeSixty Brands Group LLC
SOUND SOOTHER	US	Trademark	1,619,646	Registered	* ThreeSixty Brands Group LLC
SOUND SOOTHER	US	Trademark	2,794,855	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	4,538,247	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	4,649,539	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	4,440,851	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	4,426,564	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	4,511,952	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	4,683,726	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	4,805,496	Registered	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	App 86/598,708	Pending	* ThreeSixty Brands Group LLC
SHARPER IMAGE	US	Trademark	App 86/790,352	Pending	* ThreeSixty Brands Group LLC
RETURN TO WONDER	US	Trademark	App 87/194,208	Pending	MerchSource, LLC
APOTHECARY	US	Trademark	5,013,040	Registered	MerchSource, LLC

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TRADEMARK
REEL: 006001 FRAME: 0968

Name	Jurisdiction	Asset Type	Registration Number	Status	Owner
AMERICAN VINTAGE STYLE	US	Trademark	5,106,774	Registered	MerchSource, LLC
 Design Only	US	Trademark	4,108,884	Registered	** ThreeSixty Brands Group LLC
 Design Only	US	Trademark	4,025,343	Registered	** ThreeSixty Brands Group LLC
PENELOPE THE PUP	US	Trademark	3,934,591	Registered	** ThreeSixty Brands Group LLC
 Design Only	US	Trademark	4,004,871	Registered	MerchSource, LLC
 Design Only	US	Trademark	4,129,183	Registered	** ThreeSixty Brands Group LLC
 Design Only	US	Trademark	3,926,927	Registered	**ThreeSixty Brands Group 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 Three Sixty Brands Group LLC. Currently legal owner is Three Sixty Brands Group LLC. Recordings with the USPTO to follow once all file transfers are complete.

**360 Holdings II-A LLC changing its name on 2/23/2017 to Three Sixty Brands Group LLC. Currently legal owner is Three Sixty Brands Group LLC. Name change documents will be filed shortly.

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TRADEMARK

RECORDED: 03/03/2017

REEL: 006001 FRAME: 0969