

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outside In LLC		06/06/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Opus Bank		
Street Address:	2101 Rosecrans Avenue, Suite 4280		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Commercial Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86955272	LANGUAGE	
Serial Number:	86956056	THE GREEN RAY	
Serial Number:	86956071	MAN'S ROSE	
Serial Number:	86956084	EARTH AFTER RAIN	
Serial Number:	86956093	BEAUTIFUL CREATURE	
Serial Number:	86957572	SUNLIGHT THROUGH TREES	
Serial Number:	87097282	UNDISCOVERED ROSE	
Serial Number:	86963452	OUTSIDE IN	
CORRESPONDENCE DATA			
Fax Number:	3102822200		
<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:	310-282-2000 x2108		
Email:	efilings@loeb.com		
Correspondent Name:	David W. Grace		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	c/o Loeb & Loeb LLP, Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4120		
NAME OF SUBMITTER:	David W. Grace		
SIGNATURE:	/David W. Grace/		

CH \$215.00 86955272

DATE SIGNED:	06/08/2017
---------------------	------------

Total Attachments: 5

source=Hourglass - Trademark Security Agreement (Outside In)#page1.tif

source=Hourglass - Trademark Security Agreement (Outside In)#page2.tif

source=Hourglass - Trademark Security Agreement (Outside In)#page3.tif

source=Hourglass - Trademark Security Agreement (Outside In)#page4.tif

source=Hourglass - Trademark Security Agreement (Outside In)#page5.tif



**TRADEMARK SECURITY
AGREEMENT (OUTSIDE IN
LLC)**

Kingdom Animalia, LLC

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of June, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and OPUS BANK, a California commercial bank ("Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 14, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and between Kingdom Animalia, LLC, a California limited liability company ("Borrower"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to that certain security agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedule thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") by and between Borrower and Bank, Grantors are required to execute and deliver to Bank this Trademark 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 initially 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 IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS**. This Trademark 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 Trademark 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 Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT**. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT**. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

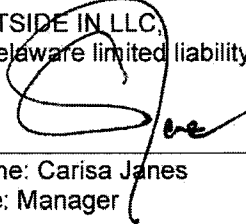
6. **COUNTERPARTS**. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS.]

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

GRANTORS:


OUTSIDE IN LLC,
a Delaware limited liability company


By: 
Name: Carisa Jones
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

BANK:

OPUS BANK,
a California commercial bank

By: 
Name: Douglas Rosenthal
Title: Managing Director


Deanna J. Priest

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Country	Mark	Application No.	Registration No.	App/Reg Date
Outside In LLC	UAE	OUTSIDE IN		260198	Registered 12/29/2016
Outside In LLC	Japan	OUTSIDE IN		1309404	Registered 1/17/2017
Outside In LLC	Singapore	OUTSIDE IN		1309404	Registered 01/31/2017
Outside In LLC	United States	LANGUAGE	86955272		Filed 03/28/2016
Outside In LLC	United States	THE GREEN RAY	86956056		Filed 03/29/2016
Outside In LLC	United States	MAN'S ROSE	86956071		Filed 03/29/2016
Outside In LLC	United States	EARTH AFTER RAIN	86956084		Filed 3/29/2016
Outside In LLC	United States	BEAUTIFUL CREATURE	86956093		Filed 3/29/2016
Outside In LLC	United States	SUNLIGHT THROUGH TREES	86957572		Filed 3/30/2016
Outside In LLC	United States	UNDISCOVERED ROSE	87097282		Filed 7/08/2016
Outside In LLC	United States	OUTSIDE IN	86963452		Filed 4/04/2016
Outside In LLC	Canada	OUTSIDE IN	1794896		Filed 08/08/2016
Outside In LLC	Hong Kong	OUTSIDE IN		303862314	Registered 08/08/2016
Outside In LLC	Australia	OUTSIDE IN		1309404	Registered 1/12/2017
Outside In LLC	China	OUTSIDE IN	1309404		Filed 08/05/2016
Outside In LLC	EU	OUTSIDE IN		1309404	Registered 06/08/2016
Outside In LLC	South Korea	OUTSIDE IN		1309404	Registered 08/05/2016

Schedule I
to Trademark Security Agreement

Grantor	Country	Mark	Application No.	Registration No.	App/Reg Date
Outside In LLC	Mexico	OUTSIDE IN	1309404		Filed 08/05/2016

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None

Schedule I
to Trademark Security Agreement

13079237.1

RECORDED: 06/08/2017

**TRADEMARK
REEL: 006080 FRAME: 0458**