

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKY BILLIARDS, INC.		06/22/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4344274	SKY ENTERPRISE USA	
Registration Number:	4346293	...IT'S YOUR CHOICE, MAKE IT YOUR BEST C	
Registration Number:	4346291	BEST CHOICE PRODUCTS	
Registration Number:	4395071	BEST CHOICE PRODUCTS	
Registration Number:	4346290	BEST CHOICE PRODUCTS	
Registration Number:	4377733	SKY ENTERPRISE USA	
Registration Number:	4377732	SKY ENTERPRISE USA	
Registration Number:	4376920	SKY ENTERPRISE USA	
Serial Number:	87254234	BCP	
Serial Number:	87254187	BCP	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202.739.5965		
Email:	joseph.washington@morganlewis.com, ateixeira@morganlewis.com		
Correspondent Name:	Joseph E. Washington		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	Attention: TMSU		
Address Line 4:	Washington, D.C. 20004		

CH \$265.00 4344274

NAME OF SUBMITTER:	Joseph E. Washington
SIGNATURE:	/Joseph E. Washington/
DATE SIGNED:	07/25/2017
Total Attachments: 5 source=Sky - Trademark Security Agreement#page1.tif source=Sky - Trademark Security Agreement#page2.tif source=Sky - Trademark Security Agreement#page3.tif source=Sky - Trademark Security Agreement#page4.tif source=Sky - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of June 22, 2017, by and between SKY BILLIARDS, INC., a California corporation (the "Grantor"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (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 of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the Administrative Agent, the Loan Parties party thereto, and the Lenders, 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, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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. The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Licenses with respect to Trademarks 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 License with respect to Trademarks; 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 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 License with respect to Trademarks.

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 the Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. 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 the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such 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 the Administrative Agent'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 (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

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

GRANTOR:

SKY BILLIARDS, INC.,
a California corporation

By: _____
Name: Ben Sheta
Title: President

[Signature page to Trademark Security Agreement]

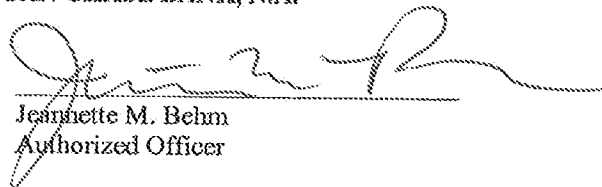
ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By:

Name: Jeannette M. Behm

Title: Authorized Officer

A handwritten signature in black ink, appearing to read 'Jeannette M. Behm', is written over a horizontal dotted line. The signature is fluid and cursive.

[Signature page to Trademark Security Agreement]

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TRADEMARK
REEL: 006116 FRAME: 0782

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark: SKY ENTERPRISE USA for Machinery, namely, gas generators, electric hoist winches, engine stands, and bearing pullers international class 007; Musical instruments, namely, acoustic and electric guitars in international class 015; Toys and sporting goods, namely, radio controlled boats, cars, trucks, airplanes, helicopters, and robots, and surf and skim boards in international class 028; Online retail services, namely, the bringing together of a variety of goods and displaying them for consumers to view, enabling consumers view and purchase those goods in international class 035.

Reg. no.: 4344274, Reg. Date: May 28, 2013

Mark: ...IT'S YOUR CHOICE, MAKE IT YOUR BEST CHOICE for Online retail store services featuring a wide variety of consumer goods in international class 035.

Reg. No.: 4346293, Reg. Date: June 4, 2013

Mark: BEST CHOICE PRODUCTS for Online retail store services featuring a wide variety of consumer goods in international class 035.

Reg. No. 4346291, Reg. Date: June 4, 2013

Mark: BEST CHOICE PRODUCTS for Toys and sporting goods, namely, radio controlled boats, cars, trucks, airplanes, helicopters, and robots, and surf and skim boards in international class 028.

Reg. No. 4395071, Reg. Date: September 3, 2013

Mark: BEST CHOICE PRODUCTS for Musical instruments, namely, acoustic and electric guitars in international class 015.

Reg. No. 4346290, Reg. Date: June 4, 2013

Mark: SKY BILLIARDS USA for Sanitary fixtures, namely, faucets, showers, shower panels, shower heads in international class 011.

Reg. No. 4377733, Reg. Date: July 30, 2013

Mark: Sky BILLIARDS USA for Patio umbrellas international class 018.

Reg. No.: 4377732, Reg. Date: July 30, 2013

Mark: Sky BILLIARDS USA for Furniture and fixtures, namely, conference tables and chairs, office chairs, mirrors, shelves in international class 020.

Reg. No. 4376920, Reg. Date: July 30, 2013

TRADEMARK APPLICATIONS

Mark: BCP (in red square) for Online retail services featuring a variety of consumer goods in international class 035. Serial No.: 87254234, Filing Date: December 1, 2016

Mark: BCP (word mark) for Online retail services featuring a variety of commercial goods international class 035. Serial No.: 87254187, Filing Date: December 1, 2016

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