

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERCHSOURCE, LLC		08/17/2017	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:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 74			
Property Type	Number	Word Mark	
Serial Number:	86650823	AMERICAN TAILGATE	
Serial Number:	86650837	AMERICAN TAILGATE	
Serial Number:	86650183	AMERICAN TAILGATE	
Serial Number:	86650199	AMERICAN TAILGATE	
Serial Number:	86650489	AMERICAN TAILGATE	
Serial Number:	86650517	AMERICAN TAILGATE	
Serial Number:	86650699	AMERICAN TAILGATE	
Serial Number:	86650735	AMERICAN TAILGATE	
Serial Number:	86977140	AMERICAN TAILGATE	
Serial Number:	86650762	AMERICAN TAILGATE	
Serial Number:	86650793	AMERICAN TAILGATE	
Registration Number:	4589902	GET ESSENTIAL	
Registration Number:	5124581	GET ESSENTIAL	
Registration Number:	4589897	GET ESSENTIAL	
Registration Number:	4589898	GET ESSENTIAL	
Registration Number:	4589899	GET ESSENTIAL	
Registration Number:	4589900	GET ESSENTIAL	
Registration Number:	4589901	GET ESSENTIAL	
Serial Number:	86497204	HEAT EDGE	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86488338	HEAT EDGE
Serial Number:	86694709	OH!WOW
Serial Number:	86688335	OH!WOW
Serial Number:	86688032	OH!WOW
Serial Number:	86688082	OH!WOW
Serial Number:	86688129	OH!WOW
Serial Number:	86688149	OH!WOW
Serial Number:	86159447	OH!WOW
Serial Number:	86688310	OH!WOW
Serial Number:	87150301	PRESENTVILLE
Serial Number:	87150307	PRESENTVILLE
Serial Number:	87150313	PRESENTVILLE
Serial Number:	87150332	PRESENTVILLE
Serial Number:	87150338	PRESENTVILLE
Serial Number:	87150342	PRESENTVILLE
Serial Number:	87150375	PRESENTVILLE
Serial Number:	87150295	PRESENTVILLE
Serial Number:	87213158	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213496	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213301	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213320	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213330	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87408511	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213458	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213309	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213465	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213475	TRAVEL GEAR LIFESTYLE ACCESSORIES
Serial Number:	87213486	TRAVEL GEAR LIFESTYLE ACCESSORIES
Registration Number:	4682262	WEMBLEY
Registration Number:	4682236	WEMBLEY
Registration Number:	4682237	WEMBLEY
Registration Number:	4703716	WEMBLEY
Registration Number:	4703718	WEMBLEY
Registration Number:	2096108	WEMBLEY
Registration Number:	4833807	WEMBLEY
Registration Number:	5171809	WEMBLEY
Registration Number:	4682238	WEMBLEY
Registration Number:	4682239	WEMBLEY

Property Type	Number	Word Mark
Registration Number:	1251190	WEMBLEY
Serial Number:	86665893	WEMBLEY
Registration Number:	4703724	WEMBLEY
Registration Number:	4820841	WEMBLEY
Serial Number:	86326139	WEMCO
Serial Number:	86325934	WEMCO
Serial Number:	86325959	WEMCO
Serial Number:	86326031	WEMCO
Serial Number:	86326049	WEMCO
Serial Number:	86326066	WEMCO
Serial Number:	86326087	WEMCO
Registration Number:	4819228	
Serial Number:	86326099	WEMCO
Registration Number:	4819929	WEMCO
Serial Number:	86326113	WEMCO
Registration Number:	2048118	REWARD
Registration Number:	2067918	REWARD

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
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	08/22/2017

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 17, 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

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:




WILMINGTON SAVINGS FUND SOCIETY, FSB
as Agent

By: 
Name: Geoffrey J. Lewis
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

Name	Jurisdiction	Asset Type	Registration Number (Serial Number)	Status	Owner
	US	Trademark	(86650823)	Pending	MerchSource, LLC
	US	Trademark	(86650837)	Pending	MerchSource, LLC
	US	Trademark	(86650183)	Pending	MerchSource, LLC
	US	Trademark	(86650199)	Pending	MerchSource, LLC
	US	Trademark	(86650489)	Pending	MerchSource, LLC
	US	Trademark	(86650517)	Pending	MerchSource, LLC
	US	Trademark	(86650699)	Pending	MerchSource, LLC
	US	Trademark	(86650735)	Pending	MerchSource, LLC

Name	Jurisdiction	Asset Type	Registration Number (Serial Number)	Status	Owner
	US	Trademark	(86977140)	Pending	MerchSource, LLC
	US	Trademark	(86650762)	Pending	MerchSource, LLC
	US	Trademark	(86650793)	Pending	MerchSource, LLC
GET ESSENTIAL	US	Trademark	4589902	Registered	MerchSource, LLC
GET ESSENTIAL	US	Trademark	5124581	Registered	MerchSource, LLC
GET ESSENTIAL	US	Trademark	4589897	Registered	MerchSource, LLC
GET ESSENTIAL	US	Trademark	4589898	Registered	MerchSource, LLC
GET ESSENTIAL	US	Trademark	4589899	Registered	MerchSource, LLC.
GET ESSENTIAL	US	Trademark	4589900	Registered	MerchSource, LLC
GET ESSENTIAL	US	Trademark	4589901	Registered	MerchSource, LLC
HEAT EDGE	US	Trademark	(86497204)	Pending	MerchSource, LLC
HEAT EDGE	US	Trademark	(86488338)	Pending	MerchSource, LLC
OH!WOW	US	Trademark	(86694709)	Pending	MerchSource, LLC
OH!WOW	US	Trademark	(86688335)	Pending	MerchSource, LLC
OH!WOW	US	Trademark	(86688032)	Pending	MerchSource, LLC
OH!WOW	US	Trademark	(86688082)	Pending	MerchSource, LLC
OH!WOW	US	Trademark	(86688129)	Pending	MerchSource, LLC
OH!WOW	US	Trademark	(86688149)	Pending	MerchSource, LLC
OH!WOW	US	Trademark	(86159447)	Pending	MerchSource, LLC
OH!WOW	US	Trademark	(86688310)	Pending	MerchSource, LLC
PRESENTVILLE	US	Trademark	(87150301)	Pending	MerchSource, LLC

Name	Jurisdiction	Asset Type	Registration Number (Serial Number)	Status	Owner
PRESENTVILLE	US	Trademark	(87150307)	Pending	MerchSource, LLC
PRESENTVILLE	US	Trademark	(87150313)	Pending	MerchSource, LLC
PRESENTVILLE	US	Trademark	(87150332)	Pending	MerchSource, LLC
PRESENTVILLE	US	Trademark	(87150338)	Pending	MerchSource, LLC
PRESENTVILLE	US	Trademark	(87150342)	Pending	MerchSource, LLC
PRESENTVILLE	US	Trademark	(87150375)	Pending	MerchSource, LLC
PRESENTVILLE	US	Trademark	(87150295)	Pending	MerchSource, LLC
	US	Trademark	(87213158)	Pending	MerchSource, LLC
	US	Trademark	(87213496)	Pending	MerchSource, LLC
	US	Trademark	(87213301)	Pending	MerchSource, LLC
	US	Trademark	(87213320)	Pending	MerchSource, LLC
	US	Trademark	(87213330)	Pending	MerchSource, LLC
	US	Trademark	(87408511)	Pending	MerchSource, LLC

Name	Jurisdiction	Asset Type	Registration Number (Serial Number)	Status	Owner
	US	Trademark	(87213458)	Pending	MerchSource, LLC
	US	Trademark	(87213309)	Pending	MerchSource, LLC
	US	Trademark	(87213465)	Pending	MerchSource, LLC
	US	Trademark	(87213475)	Pending	MerchSource, LLC
	US	Trademark	(87213486)	Pending	MerchSource, LLC
WEMBLEY	US	Trademark	4682262	Registered	MerchSource, LLC
WEMBLEY	US	Trademark	4682236	Registered	MerchSource, LLC
WEMBLEY	US	Trademark	4682237	Registered	MerchSource, LLC
WEMBLEY	US	Trademark	4703716	Registered	MerchSource, LLC
WEMBLEY	US	Trademark	4703718	Registered	MerchSource, LLC
WEMBLEY	US	Trademark	2096108	Registered	MerchSource, LLC
WEMBLEY	US	Trademark	4833807	Registered	MerchSource, LLC
WEMBLEY	US	Trademark	5171809	Registered	MerchSource, LLC
WEMBLEY	US	Trademark	4682238	Registered	MerchSource, LLC
WEMBLEY	US	Trademark	4682239	Registered	MerchSource, LLC
WEMBLEY	US	Trademark	1251190	Registered	MerchSource, LLC

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Name	Jurisdiction	Asset Type	Registration Number (Serial Number)	Status	Owner
WEMBLEY	US	Trademark	(86665893)	Pending	MerchSource, LLC
WEMBLEY	US	Trademark	4703724	Registered	MerchSource, LLC
WEMBLEY	US	Trademark	4820841	Registered	MerchSource, LLC
WEMCO	US	Trademark	(86326139)	Pending	MerchSource, LLC
WEMCO	US	Trademark	(86325934)	Pending	MerchSource, LLC
WEMCO	US	Trademark	(86325959)	Pending	MerchSource, LLC
WEMCO	US	Trademark	(86326031)	Pending	MerchSource, LLC
WEMCO	US	Trademark	(86326049)	Pending	MerchSource, LLC
WEMCO	US	Trademark	(86326066)	Pending	MerchSource, LLC
WEMCO	US	Trademark	(86326087)	Pending	MerchSource, LLC
WEMCO	US	Trademark	4819928	Registered	MerchSource, LLC
WEMCO	US	Trademark	(86326099)	Pending	MerchSource, LLC
WEMCO	US	Trademark	4819929	Registered	MerchSource, LLC
WEMCO	US	Trademark	(86326113)	Pending	MerchSource, LLC
REWARD	US	Trademark	2048118	Registered	MerchSource, LLC
REWARD	US	Trademark	2067918	Registered	MerchSource, LLC

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