

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Star Brands, Inc.		02/18/2021	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	310 West Walnut Street		
City:	Green Bay		
State/Country:	WISCONSIN		
Postal Code:	54303		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Serial Number:	90025263	DREAM BRAS PRESENTS	
Serial Number:	90023120	DOCTOR'S CHOICE COMFORT BRA	
Registration Number:	6088409	MILES KIMBALL	
Registration Number:	5909992	SCARE-D-PEST	
Registration Number:	5727686	MRS. KIMBALL'S	
Registration Number:	5722049	EXPOSURES PLATINUM	
Registration Number:	5741613	HOLIDAY PEAK	
Registration Number:	5892358	FOX RIVER	
Registration Number:	5608900	FOX VALLEY TRADERS	
Registration Number:	5759079	SLUMBER WAY	
Registration Number:	5840832	HOME MARKETPLACE	
Registration Number:	5425542	PERSONALIZEDTHINGS	
Registration Number:	5481166	P PERSONALIZEDTHINGS	
Registration Number:	5752261	SILVER STEPS	
Registration Number:	5783367	WILLIAM ROBERTS	
Serial Number:	87650813	EASY COMFORTS STYLE	
Registration Number:	5511747	LIVINGSURE	
Registration Number:	5809886	HEALTHFUL NATURALS	
Registration Number:	5676059	MYBLISS	

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Property Type	Number	Word Mark
Registration Number:	5446599	INTIMACY CORNER
Registration Number:	5504200	OAKRIDGE
Registration Number:	4602641	DOCTORS' CHOICE COMFORT BRA
Registration Number:	4206169	EASY COMFORTS STYLE
Registration Number:	3508330	PETALIVE
Registration Number:	3448548	NATIVE REMEDIES
Registration Number:	3336284	EASY COMFORTS
Registration Number:	2228836	AS WE CHANGE
Registration Number:	2112088	AS WE CHANGE
Registration Number:	1645633	MILES KIMBALL
Registration Number:	1634030	THE SHOE BOX
Registration Number:	1622457	EXPOSURES
Registration Number:	1376289	WALTER DRAKE
Registration Number:	0895688	WALTER DRAKE
Registration Number:	0909593	WALTER DRAKE

CORRESPONDENCE DATA

Fax Number: 4142735198

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: 4142733500

Email: bgilpin@gklaw.com

Correspondent Name: Brian G. Gilpin

Address Line 1: 833 East Michigan Street, Suite 1800

Address Line 2: Godfrey & Kahn, S.C.

Address Line 4: Milwaukee, WISCONSIN 53202-5615

ATTORNEY DOCKET NUMBER:	001549-0043
NAME OF SUBMITTER:	Brian G. Gilpin
SIGNATURE:	/brian g. gilpin/
DATE SIGNED:	02/19/2021

Total Attachments: 5

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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Confirmatory Grant"), is made as of February 18, 2021, by SILVER STAR BRANDS, INC., a Wisconsin corporation, whose principal address is 2155 South Oakwood Drive, Oshkosh, Wisconsin 54904 (the "Grantor"), in favor of BMO HARRIS BANK N.A., whose principal address is 310 West Walnut Street, Green Bay, Wisconsin 54303 (the "Secured Party").

WHEREAS, the Grantor and the Secured Party are parties to that certain Credit Agreement dated as of February 18, 2021 (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor and the Secured Party have entered into that certain General Security Agreement dated as of February 18, 2021 (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor has granted to the Secured Party, for the benefit of the Secured Party and its affiliates, a security interest in substantially all of the Grantor's personal property and assets;

WHEREAS, the Grantor is the owner of the trademarks (the "Trademarks"), listed on Exhibit A attached hereto, which Trademarks are active registered or pending registration with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the full and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of each of the Obligations, as defined under the Security Agreement. This Confirmatory Grant shall remain in effect until the termination of the Security Agreement. Upon such termination, the Secured Party shall, at the expense of the Grantor, execute and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party, for the benefit of the Secured Party and its affiliates, a security interest in all of the right, title and interest of the Grantor in and to the Trademarks set forth in Exhibit A now owned or hereafter acquired by the Grantor, together with (1) all proceeds and products of the Trademarks and (2) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same, but excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

3. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Confirmatory Grant upon the Secured Party's request.

4. Execution in Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Confirmatory Grant by facsimile or in other electronic format shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

4. Successors and Assigns. This Confirmatory Grant will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. The Grantor may not assign or transfer its rights hereunder without the prior written consent of the Secured Party.

5. Governing Law. This Confirmatory Grant and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Confirmatory Grant and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the internal laws (but not the law of conflicts) of the State of Wisconsin.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the above-indicated date.

SILVER STAR BRANDS, INC.,
a Wisconsin corporation


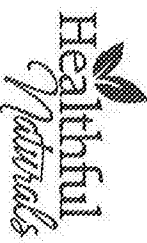
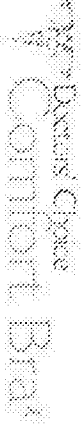
By: Sarah A. Wallace
Name: Sarah A. Wallace
Title: VP of Finance

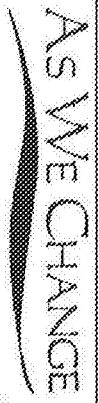
[Signature Page to Confirmatory Grant]

TRADEMARK

REEL: 007198 FRAME: 0053

EXHIBIT A
TRADEMARKS

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
DREAM BRAS PRESENTS	US	90925263	29-JUN-2020	Pending
DOCTOR'S CHOICE COMFORT BRA	US	90923120	26-JUN-2020	Pending
MILES KIMBALL	US	6088409	30-JUN-2020	Registered
SCARE-D-PEST	US	5909992	12-NOV-2019	Registered
MRS. KIMBALL'S	US	5727686	16-APR-2019	Registered
EXPOSURES PLATINUM	US	5722049	09-APR-2019	Registered
HOLIDAY PEAK	US	5741613	30-APR-2019	Registered
FOX RIVER	US	5892358	22-OCT-2019	Registered
FOX VALLEY TRADERS	US	5608900	13-NOV-2018	Registered
SLEEPER WAY	US	5759079	21-MAY-2019	Registered
HOME MARKET PLACE	US	5840832	20-AUG-2019	Registered
PERSONALIZED THINGS	US	5425542	13-MAR-2018	Registered
 Personalized Things	US	5481166	29-MAY-2018	Registered
SILVER STEPS	US	5752261	14-MAY-2019	Registered
WILLIAM ROBERTS	US	5783367	18-JUN-2019	Registered
EASY COMFORTS STYLE	US	87650813	18-OCT-2017	Pending
LIVINGSURE	US	5511747	10-JUL-2018	Registered
	US	5809886	23-JUL-2019	Registered
				
MYBLISS	US	5676059	12-FEB-2019	Registered
INTIMACY CORNER	US	5446599	17-APR-2018	Registered
OAKRIDGE	US	5504200	26-JUN-2018	Registered
	US	4602641	09-SEP-2014	Registered
EASY COMFORTS STYLE	US	4206169	11-SEP-2012	Registered

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
PETALIVE	US	3508330	30-SEP-2008	Registered
NATIVE REMEDIES	US	3448548	17-JUN-2008	Registered
EASY COMFORTS	US	3336284	13-NOV-2007	Registered
 AS WE CHANGE	US	2228835	02-MAR-1999	Registered
	US	2112088	11-NOV-1997	Registered
	US	1645633	21-MAY-1991	Registered
	US	1634030	05-FEB-1991	Registered
THE SHOE BOX EXPOSURES	US	1622457	13-NOV-1990	Registered
WALTER DRAKE	US	1376289	17-DEC-1985	Registered
WALTER DRAKE	US	0895688	28-JUL-1970	Registered
WALTER DRAKE	US	0909593	09-MAR-1971	Registered

TRADEMARK

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RECORDED: 02/19/2021