

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forum Brands, Inc.		05/11/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Architect Capital Corp.		
Street Address:	177 Toyon Road		
City:	Atherton		
State/Country:	CALIFORNIA		
Postal Code:	94027		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5583803	THRIVE	
Registration Number:	5954818	THRIVE	
Registration Number:	5305909	THRIVE FIRST AID	
Registration Number:	5713700		
Registration Number:	5821229	TRUHEALTH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1372429 TM		
NAME OF SUBMITTER:	Mehak Rashid		
SIGNATURE:	/Mehak Rashid/		
DATE SIGNED:	05/12/2021		

OP \$140.00 5583803

Total Attachments: 4

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SECURITY INTEREST IN TRADEMARKS

This SECURITY INTEREST IN TRADEMARKS, dated as of May 11, 2021 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), is made by Forum Brands, Inc. (the "Grantor") in favor of Architect Capital Corp., as Administrative Agent (in such capacity, the "Administrative Agent") for benefit of the Secured Parties (as defined in the Loan and Servicing Agreement referred to below).

A. Forum Brands, Inc., as borrower, has entered into that certain Loan and Servicing Agreement, dated as of November 23, 2020 (as amended, amended and restated, restated, supplemented, or otherwise modified from time to time, the "Loan and Servicing Agreement") by and among the Grantor, Forum Brands, Inc., as originator and initial servicer, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, as Administrative Agent.

B. Under the terms of the Loan and Servicing Agreement, Grantor has granted and pledged to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties (as defined in the Loan and Servicing Agreement), a continuing security interest in certain Collateral (as defined in the Loan and Servicing Agreement), including without limitation certain Intellectual Property (as defined in the Loan and Servicing Agreement) of the Grantor, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants and pledges to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, a continuing security interest in all of Grantor's right, title and interest in the following property, now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest, and wherever located or deemed located (the "IP Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Aggregate Unpaid (as defined in the Loan and Servicing Agreement): (a) all United States trademarks, service marks and certification marks, rights and interests in trademarks, service marks, certification marks, trade names, trade styles, trade dress, service marks, logos, company names, fictitious business names and other similar source identifiers, whether registered or unregistered, all registrations thereof, and all applications in connection therewith anywhere in the world, including, without limitation, those listed on Schedule 1 hereto, (b) all reissues, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to sue for past, present or future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing (including the goodwill symbolized thereby) throughout the world; provided, that (i) the security interests granted herein shall not extend to, and the term "IP Collateral" shall not include any trademark or service mark

application filed in the United States Patent and Trademark Office on the basis of the Grantor's intent-to-use such trademark or service mark unless and until evidence of use thereof has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent that granting a security interest in such trademark or service mark application prior to such filing and acceptance would adversely affect the enforceability or validity of such trademark or service mark application or the resulting trademark or service mark registration.

SECTION 2. Recordation. Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks record this Agreement.

SECTION 3. Execution in Counterparts. This Agreement 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. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Loan and Servicing Agreement. The grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the IP Collateral are more fully set forth in the Loan and Servicing Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Agreement are in conflict with the Loan and Servicing Agreement, the provisions of the Loan and Servicing Agreement shall govern.

SECTION 6. Release. Upon termination of the Loan and Servicing Agreement and the security interests granted thereunder, the IP Collateral shall immediately and automatically be released from the liens created hereby, and this Agreement and all obligations of the Administrative Agent and Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the IP Collateral shall revert to the Grantor. At the request and sole expense of Grantor following any such termination, the Administrative Agent shall deliver to Grantor any IP Collateral held by the Administrative Agent hereunder and execute and deliver to Grantor such documents (in form and substance reasonably satisfactory to Grantor and the Administrative Agent) as Grantor may reasonably request to evidence such termination.

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IN WITNESS WHEREOF, each of the undersigned has caused this Security Interest in Trademarks to be duly executed and delivered as of the date first above written.

FORUM BRANDS, INC.
as Grantor

By: *Brenton Howland*

Name: Brenton Howland
Title: President

Acknowledged and agreed to by:

ARCHITECT CAPITAL CORP.,
as Administrative Agent

By: 

Name: James Sagan
Title: Managing Member

Schedule 1

Trademarks

<u>Owner</u> ¹	<u>Mark</u>	<u>Date Filed</u>	<u>Registration Date</u>	<u>Registration No.</u>
Forum Brands, Inc.	Thrive	September 11, 2017	May 29, 2018	5,583,803
Forum Brands, Inc.	Thrive	June 21, 2019	October 22, 2019	5,954,818
Forum Brands, Inc.	Thrive First Aid	February 24, 2017	July 25, 2017	5,305,909
Forum Brands, Inc.	+	August 7, 2018	April 2, 2019	5,713,700
Forum Brands, Inc.	TruHealth	January 18, 2019	May 14, 2019	5,821,229

Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>Date Filed</u>	<u>Registration Date</u>	<u>Application No.</u>

1. Assignment of these marks are in process of being transferred from Ashford Point LLC to Forum Brands, Inc. as a closing condition to the Asset Purchase Agreement executed on May 11, 2021.