

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWAMP ANIMAL LLC		05/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CoVenture - D1 Credit Opportunities GP, LLC		
Street Address:	709 Turf Road		
City:	Valley Stream		
State/Country:	NEW YORK		
Postal Code:	11581		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6090587	CLOUD BABY BASSINET	
CORRESPONDENCE DATA			
Fax Number:	7145469035		
<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:	7146415100		
Email:	lweiland@rutan.com		
Correspondent Name:	RUTAN & TUCKER, LLP		
Address Line 1:	18575 JAMBOREE ROAD, 9TH FLOOR		
Address Line 4:	IRVINE, CALIFORNIA 92612		
NAME OF SUBMITTER:	Lindy M. Herman		
SIGNATURE:	/Lindy M. Herman/		
DATE SIGNED:	05/27/2021		
Total Attachments: 5			
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SECURITY INTEREST IN TRADEMARKS

This SECURITY INTEREST IN TRADEMARKS, dated as of May 25, 2021 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), is made by Swamp Animal LLC, a Delaware limited liability company (the "Grantor") in favor of CoVenture – D1 Credit Opportunities GP, LLC, as deal agent (in such capacity, the "Deal Agent") for benefit of the Secured Parties (as defined in the Loan and Servicing Agreement referred to below).

A. D1 Mothership LLC, as borrower (the "Borrower"), has entered into that certain Loan and Servicing Agreement, dated as of April 2, 2021 (as amended, amended and restated, restated, supplemented, or otherwise modified from time to time, the "Loan and Servicing Agreement") by and among the Borrower, D1 Brands, Inc., as originator and servicer, the lenders from time to time party thereto (the "Lenders") and the Deal Agent, as deal agent, and the Grantor has entered into that certain Joinder Agreement, dated as of May 25, 2021 (the "Joinder Agreement"), among the Grantor, the Borrower and the Deal Agent.

B. Under the terms of the Joinder Agreement and the Loan and Servicing Agreement, Grantor has granted and pledged to the Deal Agent, for the benefit of the Deal 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 Deal Agent, for the benefit of the Deal 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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

(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 Deal Agent and when the Deal 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 facsimile 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 Deal 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.

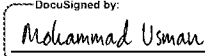
SECTION 6. Release. Upon termination of the Loan and Servicing Agreement and the security interests granted thereunder, the IP Collateral shall immediately and automatically be released from the liens created hereby, and this Agreement and all obligations of the Deal Agent and Grantor hereunder shall 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 Deal Agent shall deliver to Grantor any IP Collateral held by the Deal Agent hereunder and execute and deliver to Grantor such documents (in form and substance reasonably satisfactory to Grantor and the Deal Agent) as Grantor may reasonably request to evidence such termination.

[Remainder of Page Intentionally Left Blank]

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.

SWAMP ANIMAL LLC
as Grantor

By: D1 MOTHERSHIP LLC,
its sole member

By: 
Name: Mohammad Usman
Title: Co-CEO

Acknowledged and agreed to by:

**COVENTURE – D1 CREDIT
OPPORTUNITIES GP, LLC,**
as Deal Agent

By: _____
Name:
Title:

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.

SWAMP ANIMAL LLC
as Grantor

By: D1 MOTHERSHIP LLC,
its sole member

By: _____
Name: Mohammad Usman
Title: Co-CEO

Acknowledged and agreed to by:

**COVENTURE – D1 CREDIT
OPPORTUNITIES GP, LLC,**
as Deal Agent

By: *Brian Harwitt*

Name: Brian Harwitt
Title: Partner

Schedule 1

Mark	Agency	Registration Number	Registration Date
Cloud Baby Bassinet	United States Patent and Trademark Office	6090587	June 30, 2020