

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654539

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bittersweet Billows, Inc.		06/14/2021	Corporation: DELAWARE
Butterscotch Beginnings, Inc.		06/14/2021	Corporation: DELAWARE
Carrot Solutions, Inc.		06/14/2021	Corporation: DELAWARE
Sunny Operations, Inc.		06/14/2021	Corporation: DELAWARE
Turmeric Transitions, Inc.		06/14/2021	Corporation: DELAWARE
Autumn Ideas, Inc.		06/14/2021	Corporation: DELAWARE
Jupiter Gesture, Inc.		06/14/2021	Corporation: DELAWARE
Bronze Products, Inc.		06/14/2021	Corporation: DELAWARE
Daylily Dreams, Inc.		06/14/2021	Corporation: DELAWARE
Orange Peach Projects, Inc.		06/14/2021	Corporation: DELAWARE
Tomato Tasks, Inc.		06/14/2021	Corporation: DELAWARE
Gingersnap Solutions, Inc.		06/14/2021	Corporation: DELAWARE
Tea Rose Risings, Inc.		06/14/2021	Corporation: DELAWARE
Radiant Orange, Inc.		06/14/2021	Corporation: DELAWARE
Spicy Solutions, Inc.		06/14/2021	Corporation: DELAWARE
Comet Creations, Inc.		06/14/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Administrative Agent
Street Address:	Agency Services, 20 King Street West
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	5426694	SIMPLY GOURMET
Registration Number:	5548317	KOHM
Registration Number:	6250964	
Registration Number:	5969286	ANOLE

OP \$1090.00 5426694

Property Type	Number	Word Mark
Registration Number:	5405338	MIXOLOGY & CRAFT
Registration Number:	5841241	MODERN MIXOLOGY
Registration Number:	5565761	GLS AUDIO
Registration Number:	5814830	BRISTOLS 6
Registration Number:	5823039	BRISTOLS SIX
Registration Number:	5846675	B-SIX
Registration Number:	5510089	NIPPIES
Registration Number:	2779983	NIPPIES
Registration Number:	5505001	NIPPIES SKIN
Registration Number:	4120787	TECHORBITS
Registration Number:	5012660	HARPERTON
Registration Number:	5246141	PLUCKIT
Registration Number:	5246142	FIXIT
Registration Number:	5186023	NIPPIT
Registration Number:	5779878	HOME ACRE DESIGNS
Registration Number:	4977679	BRICKYARD BUILDING BLOCKS
Registration Number:	5833956	STEM MASTER
Registration Number:	5245138	TINY CONDUCTORS
Registration Number:	5890069	INSPIRED THINKERS
Registration Number:	5849634	DINOMAX
Registration Number:	5698712	GEAR BEAST
Registration Number:	4797784	GEARSHIELD
Registration Number:	6019164	G
Registration Number:	4631327	GEAR BEAST
Registration Number:	5454776	TAPTOUCH
Registration Number:	5318049	DEFY LIMITS
Registration Number:	5642671	INSTAPEN
Registration Number:	5642669	KIZEN
Registration Number:	5993645	MELT CANDLE COMPANY
Registration Number:	5411307	XTREME COMFORTS
Serial Number:	90479257	THE PET PORTAL
Serial Number:	90613457	HOLIDAY STYLING
Serial Number:	90613469	SIMPLY GOURMET
Serial Number:	90660057	FRESHNESS AT YOUR FINGERTIPS
Serial Number:	90054020	LA ACTIVE
Serial Number:	90054096	LA ACTIVE
Serial Number:	87682146	BSIX
Serial Number:	90296874	INVISIFEEL

Property Type	Number	Word Mark
Registration Number:	5128936	HEADSHOT AMMO

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Connecticut Ave., NW, Suite 712
Address Line 2: COGENY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1399689
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	06/17/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 14, 2021, (this “Agreement”), by PENTHE COMPANY, SPICY SOLUTIONS, INC., COMET CREATIONS, INC, ORANGUTAN ORGANIZATION, INC., ORANGE CRUSH ORGANIZATION, INC., SUNNY OPERATIONS, INC., TOMATO TASKS, INC., BITTERSWEET BILLOWS, INC., BUTTERSCOTCH BEGINNINGS, INC., CARROT SOLUTIONS, INC., TURMERIC TRANSITIONS, INC., AUTUMN IDEAS, INC., JUPITER GESTURE, INC., BRONZE PRODUCTS, INC., DAYLILY DREAMS, INC., ORANGE PEACH PROJECTS, INC., GINGERSNAP SOLUTIONS, INC., TEA ROSE RISINGS, INC. and RADIANT ORANGE, INC., each a Delaware corporation (each, a “Grantor”), in favor of Royal Bank of Canada (“RBC”), as administrative agent and collateral agent (in such capacities and together with its successors and assigns, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties (as defined in the Credit Agreement referred to below) party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement referred to below) and Issuing Banks (as defined in the Credit Agreement referred to below) have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among Thrasio Intermediate Sub, LLC, a Delaware limited liability company (“Holdings”), Thrasio, LLC, a Delaware limited liability company (the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and the Administrative Agent.

Consistent with the requirements set forth in Sections 4.01 and/or 5.12 of the Credit Agreement and Section 4.03I of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement but not defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing,

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

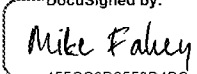
SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

PENTHE COMPANY
SPICY SOLUTIONS, INC.
COMET CREATIONS, INC.
ORANGUTAN ORGANIZATION, INC.
ORANGE CRUSH ORGANIZATION, INC.
SUNNY OPERATIONS, INC.
TOMATO TASKS, INC.
BITTERSWEET BILLOWS, INC.
BUTTERSCOTCH BEGINNINGS, INC.
CARROT SOLUTIONS, INC.
TURMERIC TRANSITIONS, INC.
AUTUMN IDEAS, INC.
JUPITER GESTURE, INC.
BRONZE PRODUCTS, INC.
DAYLILY DREAMS, INC.
ORANGE PEACH PROJECTS, INC.
GINGERSNAP SOLUTIONS, INC.
TEA ROSE RISINGS, INC.
RADIANT ORANGE, INC.

DocuSigned by:

By: _____
Name: Michael Fahey
Title: Secretary

SCHEDULE I

Registered Trademarks

Owner Name	Trademark	Registration Date	Registration Number
Bittersweet Billows, Inc.	SIMPLY GOURMET	March 20, 2018	5426694
Butterscotch Beginnings, Inc.	KOHM (IR Base)	August 28, 2018	5548317
Carrot Solutions, Inc.	EYEBALL Design (IR Base)	January 19, 2021	6250964
Carrot Solutions, Inc.	ANOLE (IR Base)	January 21, 2020	5969286
Sunny Operations, Inc.	MIXOLOGY & CRAFT	February 20, 2018	5405338
Sunny Operations, Inc.	MODERN MIXOLOGY	August 20, 2019	5841241
Turmeric Transitions, Inc.	GLS AUDIO	September 18, 2018	5565761
Autumn Ideas, Inc.	BRISTOLS 6	July 23, 2019	5814830
Autumn Ideas, Inc.	BRISTOLS SIX	July 30, 2019	5823039
Autumn Ideas, Inc.	B-SIX	August 27, 2019	5846675
Autumn Ideas, Inc.	NIPPIES	July 3, 2018	5510089
Autumn Ideas, Inc.	NIPPIES	November 4, 2003	2779983
Autumn Ideas, Inc.	NIPPIES SKIN	June 26, 2018	5505001
Jupiter Gesture, Inc.	TECHORBITS	April 3, 2012	4120787
Bronze Products, Inc.	HARPERTON	August 2, 2016	5012660
Bronze Products, Inc.	PLUCKIT	July 18, 2017	5246141
Bronze Products, Inc.	FIXIT	July 18, 2017	5246142
Bronze Products, Inc.	NIPPIT	April 18, 2017	5186023
Daylily Dreams, Inc.	HOME ACRE DESIGNS	June 18, 2019	5779878
Orange Peach Projects, Inc.	BRICKYARD BUILDING BLOCKS	June 14, 2016	4977679
Orange Peach Projects, Inc.	STEM MASTER	August 13, 2019	5833956
Orange Peach Projects, Inc.	HEADSHOT AMMO	January 24, 2017	5128936
Orange Peach Projects, Inc.	TINY CONDUCTORS	July 18, 2017	5245138
Orange Peach Projects, Inc.	INSPIRED THINKERS	October 22, 2019	5890069
Orange Peach Projects, Inc.	DINOMAX	September 3, 2019	5849634
Tomato Tasks, Inc.	GEAR BEAST	March 12, 2019	5698712
Tomato Tasks, Inc.	GEARSHIELD	August 25, 2015	4797784
Tomato Tasks, Inc.	G and Design	March 24, 2020	6019164
Tomato Tasks, Inc.	GEAR BEAST	November 4, 2014	4631327

Tomato Tasks, Inc.	TAPTOUCH	April 24, 2018	5454776
Tomato Tasks, Inc.	DEFY LIMITS	October 24, 2017	5318049
Gingersnap Solutions, Inc.	INSTAPEN	January 1, 2019	5642671
Gingersnap Solutions, Inc.	KIZEN	January 1, 2019	5642669
Tea Rose Risings, Inc.	MELT CANDLE COMPANY and Design	February 25, 2020	5993645
Radiant Orange, Inc.	XTREME COMFORTS	February 27, 2018	5411307

Trademark Applications

Owner Name	Trademark	Application Date	Application Number
Spicy Solutions, Inc.	THE PET PORTAL	January 21, 2021	90479257
Comet Creations, Inc.	HOLIDAY STYLING	March 30, 2021	90613457
Bittersweet Billows, Inc.	SIMPLY GOURMET	March 30, 2021	90613469
Bittersweet Billows, Inc.	FRESHNESS AT YOUR FINGERTIPS	April 21, 2021	90660057
Carrot Solutions, Inc.	LA ACTIVE	July 15, 2020	90054020
Carrot Solutions, Inc.	LA ACTIVE and Design	July 15, 2020	90054096
Autumn Ideas, Inc.	BSIX	November 13, 2017	87682146
Autumn Ideas, Inc.	INVISIFEEL	November 3, 2020	90296874

SCHEDULE II

Issued Patents

Owner Name	Patent	Grant Date {Publication Date}	Patent Number {Application Number}
Sunny Operations, Inc.	Bar Tools Storage and Display Shelf	June 16, 2020 {March 20, 2019}	D887,187S {29/684,355}
Sunny Operations, Inc.	Stand	August 27, 2019 {May 22, 2018}	D857,430 {29/648,514}
Tomato Tasks, Inc.	Combined Grip and Support for Handheld Device	May 5, 2020 {January 29, 2019}	D883272 {29/678,460}
Tomato Tasks, Inc.	Mobile Device Holder	January 7, 2020 {November 12, 2018}	D871755 {29/669,824}
Tomato Tasks, Inc.	Mobile Device Holder with Pocket	March 31, 2020 {November 12, 2018}	D879763 {29/669,810}
Tomato Tasks, Inc.	Smartphone Card Wallet	May 5, 2020 {February 22, 2019}	D882947 {29/681,139}

Patent Applications

Owner Name	Patent	Application Number	Application Date
Orangutan Organization, Inc.	OCCLUSION TRAINING BAND WITH BUCKLE	29/766,306	January 14, 2021
Orangutan Organization, Inc.	BLOOD FLOW RESTRICTION EXERCISE STRAP	29/772,333	March 1, 2021
Penthe Company	LIGHT-EMITTING TOOTHBRUSH	63/137,846	January 15, 2021
Orange Crush Organization, Inc.	Hair Grooming Bib	29/769,938	February 8, 2021

SCHEDULE III

Registered Copyrights

None.

Copyright Applications

None.

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