

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elevate Brands OpCo LLC		03/14/2022	Limited Liability Company: DELAWARE
Botanic Tree LLC		03/14/2022	Limited Liability Company: DELAWARE
Incrementum Digital, LLC		03/14/2022	Limited Liability Company: DELAWARE
Mocer LLC		03/14/2022	Limited Liability Company: DELAWARE
Onesie Fashion NewCo LLC		03/14/2022	Limited Liability Company: DELAWARE
Torquay eTrading LLC		03/14/2022	Limited Liability Company: DELAWARE
Westt USA NewCo LLC		03/14/2022	Limited Liability Company: DELAWARE
Wishful Seasoning USA LLC		03/14/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 West Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 69			
Property Type	Number	Word Mark	
Registration Number:	6446301	WISHFUL SEASONING	
Registration Number:	6147377	BAMIBI	
Registration Number:	6303976	SUN NINJA	
Registration Number:	6117625	SUNSET FILTERS	
Registration Number:	6095469	SASSYCUPS	
Registration Number:	6007643	FEMINIQUE	

CH \$1740.00 6446301

Property Type	Number	Word Mark
Registration Number:	5975991	CALENDARS FOR A CAUSE
Registration Number:	5883938	ROSE AND BRANCH
Registration Number:	5565837	THE CAT LADIES
Registration Number:	6061395	IFOX CREATIONS
Registration Number:	6026401	IFOX CREATIONS
Registration Number:	5766803	ESSENTIAL VALUES
Registration Number:	5688814	PURECOMFORT
Registration Number:	5524755	REDUXCELL
Registration Number:	5502667	WILL'S
Registration Number:	5485333	YOURFACEPILLOW
Registration Number:	5496142	THE CAT LADIES
Registration Number:	5506584	ELIXIR GLASSWARE
Registration Number:	5506585	TRU BLU STEEL
Registration Number:	5451323	JCL PRODUCTS
Registration Number:	5596773	42 NUTRITION
Registration Number:	5400714	POWER PRESS
Registration Number:	5543790	BRIGHT DAY CALENDARS
Registration Number:	5339450	ART-N-FLY
Registration Number:	5327183	ACTIVE CHEWS
Registration Number:	5551623	· GARDEN REPUBLIC ·
Registration Number:	5381972	BOTANIC TREE
Registration Number:	5058749	10LESS AGELESS FACELIFT
Registration Number:	5049347	SIMPLE SHINE.
Registration Number:	4828744	ENCHA
Registration Number:	4707562	SARI
Registration Number:	4682061	NATURALLY NATURE
Registration Number:	4156675	LICE ICE
Registration Number:	5765378	STERLING FOR LIFE
Registration Number:	5436469	WIREFY
Registration Number:	5771299	RAINIER SUPPLY CO
Registration Number:	6460798	SUMMITLOFT
Registration Number:	6219325	GO ON EXPLORE
Registration Number:	6219324	GO ON ADVENTURE
Registration Number:	6178717	OLIVIA SYLX
Registration Number:	6128294	SUPER PADDLES
Registration Number:	6040223	TOUGH
Registration Number:	6032046	
Registration Number:	5990258	SANDHAWK

Property Type	Number	Word Mark
Registration Number:	5873689	OUTDOORESSENTIALS
Registration Number:	5873462	IGNITEX
Registration Number:	5559173	CALIFORNIA SUPER PREMIUM PADDLES
Registration Number:	5559172	SUPPLY COMPANY
Registration Number:	5511841	BROOK + BAY
Registration Number:	5398317	SUP SUPPLY
Registration Number:	5373698	TOUGH OUTDOORS
Registration Number:	5103864	TOUGH HEADWEAR
Registration Number:	4822160	PUNT SURF
Registration Number:	4821707	TOUGH HEADBAND
Registration Number:	2929251	OUTFITTER TUFF
Registration Number:	5431690	STERLING SHELF LINERS
Serial Number:	97172429	REVEALATIONS
Serial Number:	97142485	SASSYCUPS SC GIFTS & SUCH
Serial Number:	90816060	BELLEVILLE PRESS
Serial Number:	90816065	LA LUNE COLLECTION
Serial Number:	90816070	BRIGHT DAY COMPANY
Serial Number:	90591314	COPPER BAR COCKTAILS 29
Serial Number:	90480203	ELEVATE BRANDS
Serial Number:	97260039	CASH OR COIN
Serial Number:	90787891	TOUGH OUTFITTERS
Serial Number:	90654191	FREEFLOW
Serial Number:	90642782	EVAPOCOOL
Serial Number:	88959896	OLIVIA SYLX
Registration Number:	5565284	

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: 9498527792

Email: ipprosecution@orrick.com, jgaines@orrick.com, vsantos@orrick.com

Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP

Address Line 1: 2050 Main Street, Suite 1100

Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	35619.37
NAME OF SUBMITTER:	Juliana Gaines
SIGNATURE:	/Juliana Gaines/
DATE SIGNED:	03/15/2022

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 14, 2022 (this “Agreement”), by Elevate Brands OpCo LLC, a Delaware limited liability company, Botanic Tree LLC, a Delaware limited liability company, Incrementum Digital, LLC, a Delaware limited liability company, Mocer LLC, a Delaware limited liability company, Onesie Fashion NewCo LLC, a Delaware limited liability company, Torquay eTrading LLC, a Delaware limited liability company, Westt USA NewCo, a Delaware limited liability company, and Wishful Seasoning USA LLC, a Delaware limited liability company (each, a “Grantor”), in favor of Alter Domus (US) LLC, as administrative agent for the Lenders (as defined in the Credit Agreement referred to below) and collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacities and together with its successors and assigns, the “Administrative Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of March 14, 2022 (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) 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 March 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among Elevate Brands HoldCo Inc., a Delaware corporation (“Holdings”), Elevate Brands OpCo LLC, a Delaware limited liability company (the “Borrower”), the Lenders from time to time party thereto and the Administrative Agent.

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

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth 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 US Trademarks, including the Trademark registrations and registration applications in the US Patent and Trademark Office (or any successor office), listed on Schedule I hereto;

B. all US Patents, including the issued Patents and pending applications in the U.S. Patent and Trademark Office (or any successor office), listed on Schedule II hereto;

C. all US Copyrights, including the Copyright registrations and pending applications for registration in the US Copyright Office (or any successor 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. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on 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 of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Page Follows]

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

ELEVATE BRANDS OPCO LLC
BOTANIC TREE LLC
INCREMENTUM DIGITAL LLC
MOCER LLC
ONESIE FASHION NEWCO LLC
TORQUAY ETRADING LLC
WESTT USA NEWCO LLC
WISHFUL SEASONING USA LLC


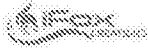

By: 

Name: Ryan Gmesin




Title: Chief Executive Officer and President

SCHEDULE I

Registered Trademarks


Owner Name	Trademark	Registration Date	Registration Number
Wishful Seasoning USA LLC	WISHFUL SEASONING	8/10/2021	6446301
Mocer LLC	BAMIBI	9/8/2020	6147377
Elevate Brands OpCo LLC (f/k/a Recom Brands LLC)	SUN NINJA	3/30/2021	6303976
Mocer LLC	SUNSET FILTERS	8/4/2020	6117625
Onesie Fashion Newco LLC	SASSYCUPS 	7/7/2020	6095469
Mocer LLC	FEMINIQUE	3/10/2020	6007643
Torquay eTrading LLC	CALENDARS FOR A CAUSE	2/4/2020	5975991
Westt USA NewCo LLC	ROSE AND BRANCH	10/15/2019	5883938
Westt USA NewCo LLC	THE CAT LADIES	9/18/2018	5565837
Torquay eTrading LLC	IFOX CREATIONS 	5/26/2020	6061395
Torquay eTrading LLC		9/18/2018	5565284
Torquay eTrading LLC	IFOX CREATIONS	4/7/2020	6026401
Mocer LLC	ESSENTIAL VALUES	6/4/2019	5766803
Torquay eTrading LLC	PURECOMFORT	3/5/2019	5688814
Botanic Tree LLC	REDUXCELL	7/24/2018	5524755
Onesie Fashion NewCo LLC	WILL'S	6/26/2018	5502667
Torquay eTrading LLC	YOURFACEPILLOW	6/5/2018	5485333
Westt USA NewCo LLC	THE CAT LADIES	6/19/2018	5496142
Torquay eTrading LLC	ELIXIR GLASSWARE	7/3/2018	5506584
Torquay eTrading LLC	TRU BLU STEEL	7/3/2018	5506585
Incrementum Digital LLC	JCL PRODUCTS	4/24/2018	5451323

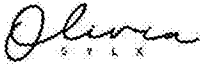
Schedule I

Owner Name	Trademark	Registration Date	Registration Number
Wishful Seasoning USA LLC	42 NUTRITION	10/30/2018	5596773
Mocer LLC	POWER PRESS	2/13/2018	5400714
Torquay eTrading LLC	BRIGHT DAY CALENDARS	8/21/2018	5543790
Onesie Fashion NewCo LLC		11/21/2017	5339450
Westt USA NewCo LLC	ACTIVE CHEWS	11/7/2017	5327183
Westt USA NewCo LLC	GARDEN REPUBLIC 	8/28/2018	5551623
Botanic Tree LLC	BOTANIC TREE	1/16/2018	5381972
Botanic Tree LLC	10LESS AGELESS FACELIFT	10/11/2016	5058749
Torquay eTrading LLC	SIMPLE SHINE.	9/27/2016	5049347
Wishful Seasoning USA LLC	ENCHA	10/6/2015	4828744
Wishful Seasoning USA LLC	SARI	3/24/2015	4707562
Mocer LLC	NATURALLY NATURE	2/3/2015	4682061
Mocer LLC	LICE ICE	6/12/2012	4156675
Torquay eTrading LLC	STERLING FOR LIFE	5/28/2019	5765378
Torquay eTrading LLC	WIREFY	4/3/2018	5436469
Torquay eTrading LLC	RAINIER SUPPLY CO	6/4/2019	5771299
Torquay eTrading LLC	SUMMITLOFT	8/24/2021	6460798
Torquay eTrading LLC	GO ON EXPLORE	12/15/2020	6219325
Torquay eTrading LLC	GO ON ADVENTURE	12/15/2020	6219324
Torquay eTrading LLC	OLIVIA SYLX	10/20/2020	6178717
Torquay eTrading LLC	SUPER PADDLES	8/18/2020	6128294
Torquay eTrading LLC	TOUGH	4/28/2020	6040223
Torquay eTrading LLC		4/14/2020	6032046
Torquay eTrading LLC	SANDHAWK	2/18/2020	5990258
Torquay eTrading LLC	OUTDOORESSENTIALS	10/1/2019	5873689
Torquay eTrading LLC	IGNITEX	10/1/2019	5873462

Owner Name	Trademark	Registration Date	Registration Number
Torquay eTrading LLC		9/11/2018	5559173
Torquay eTrading LLC		9/11/2018	5559172
Torquay eTrading LLC	BROOK + BAY	7/10/2018	5511841
Torquay eTrading LLC	SUP SUPPLY	2/6/2018	5398317
Torquay eTrading LLC	TOUGH OUTDOORS	1/9/2018	5373698
Torquay eTrading LLC	TOUGH HEADWEAR	12/20/2016	5103864
Torquay eTrading LLC	PUNT SURF	9/29/2015	4822160
Torquay eTrading LLC	TOUGH HEADBAND	9/29/2015	4821707
Torquay eTrading LLC		3/1/2005	2929251
Torquay eTrading LLC	STERLING SHELF LINERS	3/27/2018	5431690

U.S. Trademark Applications

Owner Name	Trademark	Status	Application Date	Application Number
Torquay eTrading LLC	REVEALATION S	Pending	12/14/2021	97172429
Onesie Fashion NewCo LLC	sc SASSYCUPS SC GIFTS & SUCH 	Pending	11/24/2021	97142485
Torquay eTrading LLC	BELLEVILLE PRESS	Pending	7/7/2021	90816060
Torquay eTrading LLC	LA LUNE COLLECTION	Pending	7/7/2021	90816065
Torquay eTrading LLC	BRIGHT DAY COMPANY	Pending	7/7/2021	90816070

Onesie Fashion NewCo LLC	COPPER BAR COCKTAILS 29 	Pending	3/19/2021	90591314
Elevate Brands OpCo LLC	ELEVATE BRANDS	Pending	1/21/2021	90480203
Elevate Brands OpCo LLC	CASH OR COIN	Pending	2/9/2022	97260039
Torquay eTrading LLC	TOUGH OUTFITTERS	Pending	6/22/2021	90787891
Torquay eTrading LLC	FREEFLOW	Pending	4/19/2021	90654191
Torquay eTrading LLC	EVAPOCOOL	Pending	4/13/2021	90642782
Torquay eTrading LLC	OLIVIA SYLX 	Pending	6/11/2020	88959896

SCHEDULE II

Issued Patents

Owner Name	Patent	Registration Date	Registration Number
Mocer LLC	PUSHUP EXERCISER HAVING MULTIPLE HAND POSITIONING	12/9/2014	8905905
Torquay eTrading LLC	ORTHOPEDIC PILLOWS FOR SUPINE SLEEPERS	3/3/2020	10575665
Torquay eTrading LLC	SIDE SLEEPER PILLOWS HAVING VENTED EARHOLE FEATURES	6/1/2021	11019945
Torquay eTrading LLC	PILLOW	10/22/2013	D691828
Torquay eTrading LLC	SHELF LINER	3/17/2020	D878061
Torquay eTrading LLC	SHELF LINER	4/14/2020	D880874
Torquay eTrading LLC	SHELF LINER	5/5/2020	D882964
Torquay eTrading LLC	SHELF LINER	6/16/2020	D887150
Torquay eTrading LLC	SURFACE PROTECTOR	12/22/2020	D905438

Patent Applications

None.

SCHEDULE III

Registered Copyrights

None.

Copyright Applications

None.