

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740028

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THIRTY THREE THREADS, INC		06/24/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Celtic Bank Corporation		
Street Address:	268 S State St		
City:	Salt Lake City		
State/Country:	UNITED STATES		
Postal Code:	84111		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	77566197	TOESOX	
Serial Number:	85600699	PERF DRY	
Serial Number:	85710533	TOESOX	
Serial Number:	85183523	STICK TO YOUR PRACTICE	
Serial Number:	86381996	BARRE CRAWL	
Serial Number:	86493685	PRIMA BELLARINA	
Serial Number:	86929779	SPREADING LOVE & TOES	
Serial Number:	86008758	TAVI NOIR	
Serial Number:	86450866	RELEVE	
Serial Number:	86450905	BELLARINA	
Serial Number:	87758577	BASE XXXIII	
Serial Number:	88460947	TINY SOLES	
Serial Number:	88199255	TAVI NOIR	
Serial Number:	88822870	TAVI	
Serial Number:	88691619	STRONG STARTS HERE	
Serial Number:	88718709	THE SOCK THAT CHANGED THE GAME	
Serial Number:	88033475	VOORAY	
Serial Number:	90040007	TOESOX	
Serial Number:	90373080	THE RE-LUXE ATELIER	

OP \$540.00 77566197

Property Type	Number	Word Mark
Serial Number:	90873181	TAVILUXE
Serial Number:	77589538	A FOOT REVOLUTION

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: 8013206588
 Email: lrinaldi@celticbank.com
 Correspondent Name: Leslie Rinaldi
 Address Line 1: 268 S State St
 Address Line 2: Ste 300
 Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:	Leslie K Rinaldi
SIGNATURE:	// Leslie K Rinaldi //
DATE SIGNED:	07/10/2022

Total Attachments: 5
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Loan #: 17500360

Principal Loan Amount: \$4,000,000.00

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of June 24, 2022 is made by and Thirty Three Threads, Inc., a California corporation authorized to do business in the state of Utah (“**Borrower**”) in favor of Celtic Bank Corporation (the “**Lender**”), a Utah state corporation.

WHEREAS, the Borrower has entered into Business Loan Agreements dated as of even date (the “**Loan Agreement**”), with the Lender; and

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Borrower has executed and delivered to the Lender that certain Security Agreement dated as of June 24, 2022 made by and among the Borrower and the Lender (the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. **Grant of Security.** Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in **Schedule 1** hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in **Schedule 2** hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(c) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Borrower authorizes the Commissioner for Patents to record and register this IP Security Agreement upon request by the Lender.

3. **Loan Documents.** This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

Loan #: 17500360

Principal Loan Amount: \$4,000,000.00

4. Execution in Counterparts. This IP Security 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

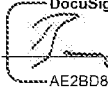
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement 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 IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

7. Termination. This IP Security Agreement will terminate when all indebtedness is paid in full and all terms of the Loan Agreement, have been satisfied. Upon such termination, the security interest in the IP Collateral granted hereunder shall automatically be released without further action of the Lender, and the Lender shall, at Borrower's expense, promptly execute and deliver to Borrower proper documentation acknowledging such release, and shall duly assign and deliver to Borrower documentation necessary to show that the IP Collateral as has been released and is no longer in the possession of Lender, pursuant to one or more instruments of re-conveyance prepared by Lender, and shall deliver UCC termination statements with respect to its security interest on the IP Collateral.

IN WITNESS WHEREOF, Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THIRTY THREE THREADS, INC.

By:  _____
AE2BD858F436475...

Name: Barry Buchholtz

Title: Chief Executive Officer

Address for Notices:

1330 Park Center Dr.
Vista, CA 92081

Loan #: 17500360

Principal Loan Amount: \$4,000,000.00

AGREED TO AND ACCEPTED:

CELTIC BANK CORPORATION

DocuSigned by:
By: Daniel Godfrey
B2819D5CA2FE460...

Name: Daniel Godfrey

Title: Senior Vice President

Address for Notices:

268 S. State Street, Suite 300
Salt Lake City, UT 84111

Loan #: 17500360

Principal Loan Amount: \$4,000,000.00

SCHEDULES**SCHEDULE 1****PATENTS**

Title	Jurisdiction	Patent Number	Issue / Filing Date	Record Owner
Stretchable High Friction Socks	United States	7,346,935	March 25, 2008	Thirty Three Threads, Inc. as successor of ToeSox, Inc.
Open-Toed Sandal	United States	D646,870	October 18, 2011	Thirty Three Threads, Inc. as successor of ToeSox, Inc.
Open-Toed Sandal	United States	D657,943	April 24, 2012	Thirty Three Threads, Inc. as successor of ToeSox, Inc.
Sock	United States	D707,035	June 17, 2014	Thirty Three Threads, Inc. as successor of ToeSox, Inc.
Sock	United States	D707,036	June 17, 2014	Thirty Three Threads, Inc. as successor of ToeSox, Inc.
Sock	United States	D734,938	July 28, 2015	Thirty Three Threads, Inc. as successor of ToeSox, Inc.
Sock	United States	D751,805	March 22, 2016	Thirty Three Threads, Inc. as successor of ToeSox, Inc.
Sock	United States	D752,851	April 5, 2016	Thirty Three Threads, Inc. as successor of ToeSox, Inc.
Sock	United States	D752,852	April 5, 2016	Thirty Three Threads, Inc. as successor of ToeSox, Inc.
Sock Sole	United States	D773,796	December 13, 2016	Thirty Three Threads, Inc.
Sock	United States	D774,296	December 20, 2016	Thirty Three Threads, Inc.
Sock	United States	D775,812	January 10, 2017	Thirty Three Threads, Inc.
Sock	United States	D775,813	January 10, 2017	Thirty Three Threads, Inc.
Sock	United States	D778,041	February 7, 2017	Thirty Three Threads, Inc.
Sock	United States	D786,548	May 16, 2017	Thirty Three Threads, Inc.
Sock	United States	D802,292	November 14, 2017	Thirty Three Threads, Inc.
Sock	United States	D804,162	December 5, 2017	Thirty Three Threads, Inc.
Sock	United States	D843,707	March 26, 2019	Thirty Three Threads, Inc.
Sock	United States	D862,064	October 8, 2019	Thirty Three Threads, Inc.
Five Toe Sock	United States	D883,652	May 12, 2020	Thirty Three Threads, Inc.

Loan #: 17500360

Principal Loan Amount: \$4,000,000.00

SCHEDULE 2**TRADEMARKS**

Word Mark	Jurisdiction	Serial Number / Registration Number	Filing Date / Registration Date	[Record Owner]
TOESOX	United States	77566197 / 3667718	September 9, 2008 / August 11, 2009	Thirty Three Threads, Inc.
PERF DRY	United States	85600699 / 4407910	April 18, 2012 / September 24, 2013	Thirty Three Threads, Inc.
TOESOX	United States	85710533 / 4541511	August 22, 2012 / June 3, 2014	Thirty Three Threads, Inc.
STICK TO YOUR PRACTICE	United States	85183523 / 4079115	November 23, 2010 / January 3, 2012	Thirty Three Threads, Inc.
BARRE CRAWL	United States	86381996 / 4893514	August 31, 2014 / January 26, 2016	Thirty Three Threads, Inc.
PRIMA BELLARINA	United States	86493685 / 5073883	December 31, 2014 / November 1, 2016	Thirty Three Threads, Inc.
SPREADING LOVE & TOES	United States	86929779 / 5277297	March 4, 2016 / August 29, 2017	Thirty Three Threads, Inc.
TAVI NOIR	United States	86008758 / 4618450	July 12, 2013 / October 7, 2014	Thirty Three Threads, Inc.
RELEVE	United States	86450866 / 4856780	November 11, 2014 / November 17, 2015	Thirty Three Threads, Inc.
BELLARINA	United States	86450905 / 4856781	November 11, 2014 / November 17, 2015	Thirty Three Threads, Inc.
BASE XXXIII	United States	87758577 / 5639553	January 17, 2018 / December 25, 2018	Thirty Three Threads, Inc.
TINY SOLES	United States	88460947 / 5974208	June 5, 2019 / January 28, 2020	Thirty Three Threads, Inc.
TAVI NOIR	United States	88199255 / 5979254	November 19, 2018 / February 4, 2020	Thirty Three Threads, Inc.
TAVI	United States	88822870 / 6719463	March 5, 2020 / May 3, 2022	Thirty Three Threads, Inc.
STRONG STARTS HERE	United States	88691619 /	November 13, 2019	Thirty Three Threads, Inc.
THE SOCK THAT CHANGED THE GAME	United States	88718709 /	December 6, 2019	Thirty Three Threads, Inc.
VOORAY	United States	88033475 / 5951026	July 11, 2018 / December 31, 2019	Thirty Three Threads, Inc.
TOESOX	United States	90040007 / 6276188	July 7, 2020 / February 23, 2021	Thirty Three Threads, Inc.
TAVISCULPT	United States	90373080 /	August 9, 2021	Thirty Three Threads, Inc.
TAVILUXE	United States	90873181	August 9, 2021	Thirty Three Threads, Inc.
A FOOT REVOLUTION	United States	77589538 / 3667772	October 9, 2008 / August 11, 2009	Thirty Three Threads, Inc.
TOESOX	United States	77566197 / 3667718	September 9, 2008 / August 11, 2009	Thirty Three Threads, Inc.
TOESOX	United States	85710533 / 4541511	August 22, 2012 / June 3, 2014	Thirty Three Threads, Inc.
STICK TO YOUR PRACTICE	United States	85183523 / 4079115	November 23, 2010 / January 3, 2012	Thirty Three Threads, Inc.