

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tradex Holdings LLC		10/27/2023	Limited Liability Company: DELAWARE
Gloves.com Inc.		10/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	535 Madison Avenue		
Internal Address:	8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4466490	SOFTSTRETCH	
Registration Number:	4528311	ECONOFIT	
Registration Number:	4484309	AMBITEX PRO	
Registration Number:	4528310	TRADEX	
Registration Number:	4462688	LOVING TOUCH	
Registration Number:	4462638	DURASILK	
Registration Number:	3460873	AMBITEX	
Registration Number:	2015744	AMBITEX	
Registration Number:	2668464	HANDCARE	
Registration Number:	6670439	GLOVES+COM	
Registration Number:	6671940	GLOVES+COM	
Serial Number:	97918141		
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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>			

CH \$315.00 4466490

Phone: 2024083141
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 10/30/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 27, 2023, is made by the undersigned (collectively, the “Grantor”) in favor of East West Bank, a California banking corporation (“EWB”) individually, as a Lender and as agent for itself and each other Lender (as hereinafter defined) (“Agent”).

BACKGROUND

Pursuant to that certain Loan and Security Agreement, dated as of October 27, 2023 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”), Tradex Holdings LLC, a Delaware limited liability company (“Tradex” and together with the other entities party thereto from time to time, collectively, the “Borrowers” and each, a “Borrower”), the Guarantors signatory thereto from time to time (the Guarantors together with the Borrowers, collectively, the “Loan Parties” and each, a “Loan Party”), each Lender from time to time party thereto (the “Lenders” and each, a “Lender”) and Agent. Agent and Lenders have agreed to make the Credit Extensions for the benefit of Borrowers.

Agent and Lenders are willing to make the Credit Extensions as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Grantor hereby agrees as follows:

1. Defined Terms.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Copyright License” means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

“Copyrights” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any

other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing. Notwithstanding anything to the contrary herein, the term “Trademark” shall not include, and no security interest shall be granted in, any “intent to use” Trademark or Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

2. Grant Of Security Interest In Intellectual Property Collateral. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time. Grantor hereby pledges and grants to Agent, for the ratable benefit of each Lender, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto, however Patents registered and applied for outside of the United States shall not be required to be perfected;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto, however Trademarks registered and applied for outside of the United States shall not be required to be perfected;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto, however Copyrights registered and applied for outside of the United States shall not be required to be perfected;

(d) all reissues, continuations or extensions of the foregoing subject to the applicable restrictions contained therein;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright license, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. Representations and Warrantees. Grantor represents and warrants that that as of the Closing Date, Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent, for the ratable benefit of each Lender, in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Agent's lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. Covenants. Grantor covenants and agrees with Agent as follows:

(a) Grantor shall notify Agent immediately if it knows or has reason to know any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court within United States) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prompt notice thereof, and, upon request of Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all commercially reasonable actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, however the Grantor is not required to pursue the forgoing actions with respect to Patents or Trademarks that originate and exist outside of the United States.

(d) In the event that any of the Intellectual Property Collateral material to the operation of Grantor's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement,

misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of each Lender, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization under the applicable bankruptcy or insolvency laws, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. Termination Of This Security Agreement. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall co-terminate with termination of the Loan Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Tradex Holdings LLC, as Grantor

By: Shakil Prasla
Name: Shakil Prasla
Title: President

Gloves.com Inc., as Grantor

By: Shakil Prasla
Name: Shakil Prasla
Title: President

ACCEPTED and ACKNOWLEDGED by:

EAST WEST BANK,
as Agent

By: _____
Name: Jack Grady
Title: Senior Vice President

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Tradex Holdings LLC, as Grantor


By: _____
Name: Shakil Prasla
Title: President

Gloves.com Inc. as Grantor

By: _____
Name: Shakil Prasla
Title: President

ACCEPTED and ACKNOWLEDGED by:

EAST WEST BANK,
as Agent

By:  _____
Name: Jack Grady
Title: Senior Vice President

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

N/A

II. PATENT APPLICATIONS

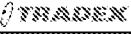


<u>Name of Grantor</u>	<u>Patent</u>	<u>Application. No.</u>	<u>Date</u>
Gloves.com Inc.	Tri-Dispense	29/867,713	

III. PATENT LICENSES

N/A

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
Tradex Holdings LLC	SOFTSTRETCH	4466490	1/14/2014
	ECONOFIT	4528311	5/13/2014
	AMBITEX PRO	4484309	2/18/2014
	TRADEX	4528310	5/13/2014
	LOVING TOUCH	4462688	1/7/2014
	DURASILK	4462638	1/7/2014
	AMBITEX	3460873	7/8/2008
	AMBITEX	2015744	11/12/1996
	AMBITEX	TMA924341	12/23/2015
		TMA930689	3/4/2016
		TMA926284 – 1/18/2016	1/18/2016
	TRADEX	TMA930669	3/4/2016
	AMBITEX	UK000801216408	7/21/2015
	TRADEX	UK000801215692	7/14/2015
	AMBITEX	UK000801216408	7/21/2015
	TRADEX	UK000801215692	7/14/2015
	AMBITEX	UK000801216408	7/21/2015
	TRADEX	UK000801215692	– 6/2/2014
Gloves.com Inc.	HANDCARE	2668464	12/31/2002
		6670439	3/15/2022
	GLOVES+COM	6671940	3/15/2022

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
Tradex Holdings LLC	AMBISHIELD	97918141	5/3/2023

III. TRADEMARK LICENSES

N/A

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

N/A

II. COPYRIGHT APPLICATIONS

N/A

III. COPYRIGHT LICENSES

N/A