

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6693272

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ALO, LLC	05/04/2021

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	D875351
Patent Number:	9668524
Patent Number:	D774731
Patent Number:	D765346
Patent Number:	D848116
Patent Number:	D847466
Patent Number:	D889774
Patent Number:	D914332
Patent Number:	D889775
Patent Number:	D907330
Patent Number:	10612167
Patent Number:	D846832
Application Number:	29726105
Application Number:	29723909
Application Number:	29699662

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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.

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Correspondent Name: DUSAN CLARK, ESQ.
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Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-30111

NAME OF SUBMITTER: DUSAN CLARK

SIGNATURE: /Dusan Clark/

DATE SIGNED: 05/05/2021

Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (the “Confirmatory Grant”) is made effective as of May 4, 2021 by and from ALO, LLC, a California limited liability company (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Color Image Apparel, Inc., a California corporation, the other Loan Parties party thereto, the Lenders party thereto and Grantee have entered into a Credit Agreement dated as of May 4, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor, the other Loan Parties and the Grantee have entered into a Pledge and Security Agreement dated May 4, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the patents (the “Patents”) listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Patents acquired under this Confirmatory Grant.

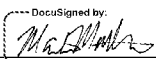
(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Patents, and (3) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Confirmatory Grant that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Patents effective as of the date first written above.

ALO, LLC

By: 
Name: Martin Matthews
Title: Chief Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

Exhibit A - SCHEDULE OF PATENTS

No.	Title	Country	Applica tion Type	Application No.	Pub No.	Patent No.	Owner	Date Filed	Grant Date	Status
11.	Bandage Exercise Leggings	US	Design	29/647,116		D875351	ALO, LLC	May 9, 2018	Feb 18, 2020	Issued
12.	Cargo Legging	US	Design	29/726,105			ALO, LLC	Feb 28, 2020		Pending
13.	Exercise Garments with Integrated Legwarmers	US	Utility	14/292,655		9,668,524	ALO, LLC	May 20, 2014	Sep 6, 2016	Issued
14.	Exercise Leggings	US	Design	29/542,363		D774731	ALO, LLC	Oct 13, 2015	Dec 27, 2016	Issued
15.	Exercise Pants with Integrated Legwarmer	US	Design	29/492,509		D765,346	ALO, LLC	May 30, 2014	Jun 6, 2017	Issued
16.	Leggings	US	Design	29/612,910		D848116	ALO, LLC	Aug 4, 2017	May 14, 2019	Issued
17.	Leggings	US	Design	29/615,714		D847466	ALO, LLC	Aug 30, 2017	May 7, 2019	Issued
18.	Leggings	US	Design	29/665,473		D889774	ALO, LLC	Oct 3, 2018	Jul 14, 2020	Issued
19.	Leggings	US	Design	29/740,400		D914332	ALO, LLC	Jul 2, 2020	Mar 30, 2021	Issued
20.	Leggings	US	Design	29/665,478		D889775	ALO, LLC	Oct 3, 2018	Jul 14, 2020	Issued
21.	Leggings	US	Design	29/740,402		D907330	ALO, LLC	Jul 2, 2020	Jan 12, 2021	Issued
22.	Material Blend With Patterned Fabric	US	Utility	15/633,535	US-2018-0119321-A1	10612167	ALO, LLC	Jun 26, 2017	Apr 7, 2020	Issued
23.	Sports Bandage Bra	US	Design	29/626,643		D846832	ALO, LLC	Nov 17, 2017	Apr 30, 2019	Issued
24.	Yoga Block	US	Design	29/723,909			ALO, LLC	Feb 11, 2020		Pending
25.	Yoga Strap	US	Design	29/699,662			ALO, LLC	Jul 26, 2019		Pending

* Pending assignment to ALO, LLC