

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7090705

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|-----------------------------------|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | |
| Name | | Execution Date |
| SOLO DTC BRANDS, LLC | | 12/22/2021 |
| RECEIVING PARTY DATA | | |
| Name: | JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT | |
| Street Address: | 10 SOUTH DEARBORN | |
| City: | CHICAGO | |
| State/Country: | ILLINOIS | |
| Postal Code: | 60603 | |
| PROPERTY NUMBERS Total: 24 | | |
| Property Type | Number | |
| Patent Number: | D923163 | |
| Patent Number: | D701721 | |
| Patent Number: | D883035 | |
| Patent Number: | D914858 | |
| Application Number: | 16366799 | |
| Application Number: | 16514773 | |
| Application Number: | 16722663 | |
| Application Number: | 29731924 | |
| Application Number: | 29727324 | |
| Application Number: | 29727321 | |
| Application Number: | 29727315 | |
| Application Number: | 29727308 | |
| Application Number: | 16816043 | |
| Application Number: | 29735997 | |
| Application Number: | 29754356 | |
| Application Number: | 29754360 | |
| Application Number: | 29754352 | |
| Application Number: | 29754955 | |
| Application Number: | 17169269 | |
| Application Number: | 29772111 | |

PATENT

| Property Type | Number |
|---------------------|----------|
| Application Number: | 29772149 |
| Application Number: | 29772105 |
| Application Number: | 29772154 |
| Application Number: | 17150805 |

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.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: DUSAN CLARK, ESQ.

Address Line 1: SIDLEY AUSTIN LLP

Address Line 2: 2021 MCKINNEY AVE., SUITE 2000

Address Line 4: DALLAS, TEXAS 75201

| | |
|--------------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 36084-30119 |
| NAME OF SUBMITTER: | DUSAN CLARK |
| SIGNATURE: | /Dusan Clark/ |
| DATE SIGNED: | 12/23/2021 |

Total Attachments: 6

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of November [], 2021 (this “Patent Security Agreement”), made by Solo DTC Brands, LLC, a Texas limited liability company (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of May 12, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, each Lender party thereto from time to time, JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Security Agreement, dated as of May 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patents. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Patents included in the Collateral (the “Patent Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of, any of the Patent Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement. This Patent Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been

delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent Security Agreement.

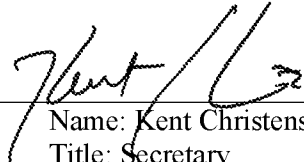
SECTION 6. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms and written request by the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

[signature page follows]


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

SOLO DTC BRANDS, LLC,
as Grantor

By: 
Name: Kent Christensen
Title: Secretary

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Michael Becker
Title: Authorized Signer

Signature Page to
Patent Security Agreement (Solo DTC Brands, LLC)

PATENT
REEL: 058469 FRAME: 0409

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

UNITED STATES PATENTS:

Applications –

| <u>Country</u> | <u>Appl. No.</u> | <u>Filing Date</u> | <u>Pub. No.</u> | <u>Pub. Date</u> | <u>Title</u> | <u>Owner</u> |
|----------------|------------------|--------------------|-----------------|------------------|---|----------------------|
| United States | 16/366,799 | 3/27/2019 | 20200309369 | 10/1/2020 | Combustible Fuel Burning Stove With Fire Grate | Solo DTC Brands, LLC |
| United States | 16/514,773 | 7/17/2019 | 20210018180 | 1/21/2021 | Combustible Fuel Burning Stove With Spark Arrestor | Solo DTC Brands, LLC |
| United States | 16/722,663 | 12/20/2019 | 20200208842 | 7/2/2020 | Fire Pit System | Solo DTC Brands, LLC |
| United States | 29/731,924 | 4/20/2020 | N/A | N/A | Eating Dish | Solo DTC Brands, LLC |
| United States | 29/727,324 | 3/10/2020 | N/A | N/A | Cooking Utensil | Solo DTC Brands, LLC |
| United States | 29/727,321 | 3/10/2020 | N/A | N/A | Cooking Utensil | Solo DTC Brands, LLC |
| United States | 29/727,315 | 3/10/2020 | N/A | N/A | Cooking Utensil | Solo DTC Brands, LLC |
| United States | 29/727,308 | 3/10/2020 | N/A | N/A | Cooking Utensil | Solo DTC Brands, LLC |
| United States | 16/816,043 | 3/11/2020 | 20210282592 | 9/16/2021 | Packable Modular Combustion Grill | Solo DTC Brands, LLC |
| United States | 29/735,997 | 5/27/2020 | N/A | N/A | Shrouded Storage Unit | Solo DTC Brands, LLC |
| United States | 29/754,356 | 10/9/2020 | N/A | N/A | Cooking Utensil | Solo DTC Brands, LLC |
| United States | 29/754,360 | 10/9/2020 | N/A | N/A | Cooking Utensil | Solo DTC Brands, LLC |
| United States | 29/754,352 | 10/9/2020 | N/A | N/A | Cooking Utensil | Solo DTC Brands, LLC |
| United States | 29/754,955 | 10/15/2020 | N/A | N/A | Fire Pit Cover | Solo DTC Brands, LLC |
| United States | 17/169,269 | 2/5/2021 | N/A | N/A | Combustible Fuel Burning Fire Pit With Removable Fire Grate And Ash Pan | Solo DTC Brands, LLC |

| <u>Country</u> | <u>Appl. No.</u> | <u>Filing Date</u> | <u>Pub. No.</u> | <u>Pub. Date</u> | <u>Title</u> | <u>Owner</u> |
|----------------|------------------|--------------------|-----------------|------------------|------------------------------------|----------------------|
| United States | 29/772,111 | 2/26/2021 | N/A | N/A | Cooking Surface Stand For Fire Pit | Solo DTC Brands, LLC |
| United States | 29/772,149 | 2/26/2021 | N/A | N/A | Griddle | Solo DTC Brands, LLC |
| United States | 29/772,105 | 2/26/2021 | N/A | N/A | Grill | Solo DTC Brands, LLC |
| United States | 29/772,154 | 2/26/2021 | N/A | N/A | Skillet Bowl | Solo DTC Brands, LLC |
| United States | 17/150,805 | 1/15/2021 | N/A | N/A | Handle | Solo DTC Brands, LLC |

Registrations –

| <u>Country</u> | <u>Appl. No.</u> | <u>Filing Date</u> | <u>Patent No.</u> | <u>Issue Date</u> | <u>Title</u> | <u>Owner</u> |
|----------------|------------------|--------------------|-------------------|-------------------|-----------------------------------|----------------------|
| United States | 29/592,802 | 2/2/2017 | D923163 | 6/22/2021 | Fire Pit | Solo DTC Brands, LLC |
| United States | 29/443,808 | 1/22/2013 | D701721 | 4/1/2014 | Camping Stove | Solo DTC Brands, LLC |
| United States | 29/659,175 | 8/7/2018 | D883035 | 5/5/2020 | Eating Dish With Removable Handle | Solo DTC Brands, LLC |
| United States | 29/681,385 | 2/25/2019 | D914858 | 3/30/2021 | Bonfire Pit Stand | Solo DTC Brands, LLC |