

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bombas LLC		05/16/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Merchant Financial Corporation		
Street Address:	1441 Broadway, 22 nd Floor		
Internal Address:	N. Grusd		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5359406	BOMBAS	
Registration Number:	5323994	BEE BETTER	
Registration Number:	4492579		
Registration Number:	4492577	BOMBAS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	5166636681		
Email:	smcgrath@rmfpc.com		
Correspondent Name:	Ruskin Moscou Faltischek PC		
Address Line 1:	1425 RXR Plaza, 15th Floor		
Address Line 2:	Sandra McGrath		
Address Line 4:	Uniondale, NEW YORK 11556		
NAME OF SUBMITTER:	Sandra McGrath		
SIGNATURE:	/s/ Sandra McGrath		
DATE SIGNED:	06/19/2018		
Total Attachments: 4			

OP \$115.00 5359406

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into as of the 14 day of May, 2018 (the "Corporate IP Security Agreement") by and between BOMBAS LLC, a Delaware limited liability company with a place of business at 37 East 18th Street, New York, NY 10003 (the "Borrower") and MERCHANT FINANCIAL CORPORATION, a corporation organized and existing under the laws of the State of Connecticut, having its principal place of business at 1441 Broadway, 22nd Floor, New York, NY 10018 (the "Lender").

RECITALS

This Corporate IP Security Agreement is a supplement to that certain Security Agreement, dated as of August 1, 2017, by and between the Borrower and Lender (the "Security Agreement").

All capitalized terms not defined herein shall have the definitions ascribed to them in the Security Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this Corporate IP Security Agreement and the Security Agreement, the definitions, terms or provisions of the Security Agreement shall control.

This Corporate IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "USPTO"), which sets forth the Borrower's pledge of its intellectual property as security for the indebtedness Borrower owes the Lender as set forth in the Loan Agreement and all other Loan Documents.

GRANT OF SECURITY INTEREST

The Borrower hereby grants to the Lender a security interest in and lien on all of the intellectual property assets owned by the Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of the Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively the "Corporate IP Collateral").

REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS

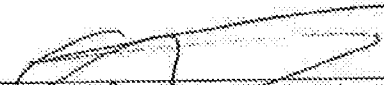
All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Loan Agreement are restated and incorporated herein by reference.

This Corporate IP Security Agreement and all documents, instruments and agreements related to, or executed in connection with, this Corporate IP Security Agreement (collectively the "Financing Documents") may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Corporate IP Security Agreement or any of the other Financing Documents by facsimile or by electronic transmission in "pdf" or other imaging format shall be equally as effective as delivery of an original executed counterpart of this Corporate IP Security Agreement and the other Financing Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Corporate IP Security Agreement to be duly executed as of the day and year first above written.


THE BORROWER

BOMBAS LLC

By: 
By: Andrew Meate
Its: CEO/COO

THE LENDER

MERCHANT FINANCIAL CORPORATION

By: 
By: Neville Grisd
Its: President

STATE OF New York)
COUNTY OF New York) ss.:

On the 15th day of May in the year 2018, before me, the undersigned, a notary public in and for said State, personally appeared Andrew Heath, the _____ of BOMBAS LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Dennis Cameron Jr. Notary Public
(Signature and office of individual taking acknowledgment)

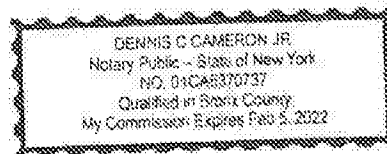


Exhibit 1

List of Trademarks

Reg. No.	Date	Trademark
5,359,406	Dec. 19, 2017	The mark consists of word "Bombas" and to the right is a silhouette of a bee with its wings spread and a crown above its head
5,323,994	Oct. 31, 2017	Bee Better
4,492,579	March 4, 2014	The mark consists of a silhouette of a bee
4,492,577	March 4, 2014	Word mark BOMBAS

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