

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPIRALEDGE INC.		06/26/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	333 S. Hope Street		
Internal Address:	Suite 1900		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	6035141	TEND SMART FARM	
Registration Number:	5764781	TEND SMART FARM	
Serial Number:	87631412	LIVEWILD	
Serial Number:	87841907	FARMYARD	
Serial Number:	87841919	FARMYARD	
Serial Number:	87803834	TEND SMART GARDEN	
Serial Number:	87002938	PICKD	
Serial Number:	87910058	PRACTYCE	
Serial Number:	87803819	TEND SMART FARM	
Registration Number:	5700710	EY	
Registration Number:	5688937	TEND	
Registration Number:	5604620	YOGA OUTLET	
Registration Number:	5584077	YOGAOUTLET.COM	
Registration Number:	4473658	YOGAOUTLET.COM	
Registration Number:	5572424	SWIM.COM	
Registration Number:	5565913		
Registration Number:	5419209	EVERYDAY YOGA	
Registration Number:	5443772		

OP \$965.00 6035141

Property Type	Number	Word Mark
Registration Number:	5428725	TEND
Registration Number:	4887848	SPORTI
Serial Number:	86844437	
Serial Number:	87803862	
Registration Number:	5023235	CLUBSWIM
Registration Number:	4287457	SPORTI
Registration Number:	4189085	GOLD MEDAL DELIVERY
Serial Number:	86454107	SPORTI
Registration Number:	4089305	ISPORT
Registration Number:	4089190	ISPORT
Serial Number:	85789829	YOGAOUTLET.COM
Serial Number:	87649874	YOGA OUTLET
Registration Number:	4473657	SURFOUTLET.COM
Registration Number:	3453758	SWIMOUTLET.COM THE WEB'S MOST POPULAR SW
Registration Number:	3352058	SWIMOUTLET
Registration Number:	3166988	THE SWIMMING SUPERSTORE
Registration Number:	3945386	SPORTSENSE
Registration Number:	4099400	CONNECTING YOU TO SPORTS
Registration Number:	3850822	ISWIM
Registration Number:	3842327	ISWIM

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Andrew Frank Garcla
SIGNATURE:	/Andrew Frank Garcla/
DATE SIGNED:	07/02/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of June 26, 2020, is made by **SPIRALEDGE, INC.**, a Delaware corporation ("Grantor"), in favor of **BANK OF AMERICA, N.A.** ("Lender"), and is being delivered in connection with that certain Amended and Restated Loan and Security Agreement, dated as of March 28 2019 (as amended or modified from time to time, the "Loan Agreement"), by and between Grantor and Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):
 - (a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");
 - (b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (c) 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
 - (d) 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, misappropriation, violation, dilution, 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.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark 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 Trademark Security Agreement by facsimile or in electronic format (*i.e.*, “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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


7. Governing Law. This Trademark 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 Trademark 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

8. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

[Signature page follows]

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

SPIRALEDGE, INC., as Grantor

By:  _____

Name: Avi Benaroya

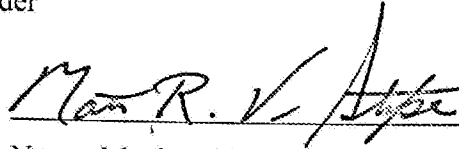
Title: CEO

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,

as Lender

By:



A handwritten signature in black ink, appearing to read "Matthew Van Steenhuyse", is written over a horizontal line.

Name: Matthew Van Steenhuyse

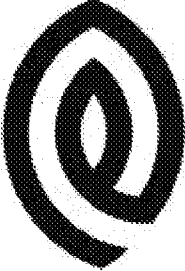
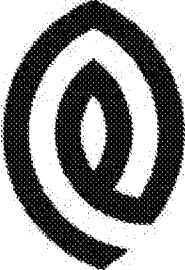
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006989 FRAME: 0149

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS¹

Serial Number	Reg. Number	Word Mark
88347238	6035141	TEND SMART FARM
87/803819	5764781	Tend Smart Farm
		Tend Smart Farm (Note that applications or registrations have been filed in Australia, Canada, China, Cuba, EU, Japan, VietNam)
87841919		FARMYARD
87631412		LIVEWILD
87841907		FARMYARD
87/841919		Farmyard US.
1956211		Farmyard Australia
1920302		Farmyard Canada
2018-0779		Farmyard Cuba
017958483	017958483	Farmyard EU
4-2018-32093		Farmyard VietNam
87803834		TEND SMART GARDEN (Note that applications or registrations have been filed in Australia, Canada, China, Cuba, EU, Japan, VietNam)
87002938		PICKD
1349219	1349219	Pickd
1850493	1850493	Pickd Australia
1349219	1349219	Pickd Madrid Protocol
87910058		PRACTYCE
87/910058		Practyce
87803819	5764781	TEND SMART FARM

87756455	5700710	EY
87803849	5688937	TEND
87649874	5604620	YOGA OUTLET
87649868	5584077	YOGAOUTLET.COM
017886479		Yoga Outlet. com EU
85/789829	4473658	Yoga Outlet. com Design
87784167	5572424	SWIM.COM
87803862	5565913	
87182033	5419209	EVERYDAY YOGA
86844437	5443772	
86513168	5428725	TEND (Note that applications or registrations have been filed in Australia, Canada, Cuba, EU, Japan, Madrid Protocol, and VietNam)
		Tend Logo (Note that applications or registrations have been filed in VietNam, Australia, Canada, Cuba, EU, Japan,
86/844437	5443772	Tend Logo US
87/803862	5565913	Tend Logo US
86454107	4887848	SPORTI
8645097	5023235	CLUBSWIM
1776120	TMA974133	Clubswim
85135425	4287457	SPORTI
1776158	TMA984496	Sporti Canada

86/454107	4887848	Sporti
85347435	4189085	GOLD MEDAL DELIVERY
85975910	4089305	ISPORT
85061042	4089190	ISPORT
	1442474	ISport Australia
85789829	4473658	YOGAOUTLET.COM
87/649874	5604620	Yoga Outlet and Design
8578916	4473657	SURFOUTLET.COM
78770682	3453758	SWIMOUTLET.COM THE WEB'S MOST POPULAR SWIM SHOP
78760220	3352058	SWIMOUTLET
1579362	TMA930042	Swimoutlet Canada
78780432	3166988	THE SWIMMING SUPERSTORE
77869937	3945386	SPORTSENSE
77737650	4099400	CONNECTING YOU TO SPORTS
77633265	3850822	ISWIM
77633257	3842327	ISWIM
1315920		Yoga 24 EU