OP \$190.00 88227186

ETAS ID: TM586400

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ylesneet version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|-----------------------|
| UNCONDITIONAL LOVE INC. | | 02/03/2020 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| Name: | BANK OF AMERICA, N.A. | |
|-----------------|----------------------------|--|
| Street Address: | One Bryant Park | |
| City: | NEW YORK | |
| State/Country: | NEW YORK | |
| Postal Code: | 10036 | |
| Entity Type: | Association: UNITED STATES | |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark | |
|----------------|----------|--------------------|--|
| Serial Number: | 88227186 | GOODBYE BAD STUFF | |
| Serial Number: | 88396700 | GROSSY NOSEY WIPES | |
| Serial Number: | 88648105 | HELLO BELLO | |
| Serial Number: | 88648119 | HELLO BELLO | |
| Serial Number: | 88675675 | HELLO BELLO | |
| Serial Number: | 87953005 | HELLO BELLO | |
| Serial Number: | 87675668 | TOUR24 | |

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

| IAME OF SUBMITTER: Andrew Frank Garcia | |
|--|-----------------------|
| SIGNATURE: | /Andrew Frank Garcia/ |
| DATE SIGNED: | 07/14/2020 |

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Total Attachments: 8

source=Trademark Security Agreement (Unconditional Love) with Cover Page (002)#page1.tif source=Trademark Security Agreement (Unconditional Love) with Cover Page (002)#page3.tif source=Trademark Security Agreement (Unconditional Love) with Cover Page (002)#page3.tif source=Trademark Security Agreement (Unconditional Love) with Cover Page (002)#page4.tif source=Trademark Security Agreement (Unconditional Love) with Cover Page (002)#page5.tif source=Trademark Security Agreement (Unconditional Love) with Cover Page (002)#page6.tif source=Trademark Security Agreement (Unconditional Love) with Cover Page (002)#page7.tif source=Trademark Security Agreement (Unconditional Love) with Cover Page (002)#page8.tif

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| TRADEMA | ORM COVER SHEET RKS ONLY | | |
|---|--|--|--|
| | e record the attached documents or the new address(es) below. | | |
| 1. Name of conveying party(ies)/Execution Date(s): | 2. Name and address of receiving party(ies) | | |
| UNCONDITIONAL LOVE INC. | Additional names, addresses, or citizenship attached? | | |
| | Name: <u>BANK OF AMERICA, N.A.</u> | | |
| ☐ Individual(s) ☐ Association | | | |
| General Partnership Limited Partnership | Internal Address: | | |
| □ Corporation □ C | | | |
| ☐ Limited Liability Company | Street Address: One Bryant Park | | |
| Citizenship: Delaware | City: New York | | |
| Execution Date(s) February 3, 2020 | On the Name Vands | | |
| Additional names of conveying parties attached? ☐Yes ☒No | State: New York | | |
| , | Country: <u>USA</u> Zip: <u>10036</u> | | |
| | M. A | | |
| 3. Nature of conveyance: | Association Citizenship: <u>USA</u> | | |
| ☐ Assignment ☐ Merger | General Partnership Citizenship: | | |
| Security Agreement | ☐ Limited Partnership Citizenship: | | |
| □ Other | ☐ Corporation Citizenship: | | |
| | Other Citizenship: | | |
| | If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☐No (Designations must be a separate document from assignment) | | |
| 4. Application number(s) or registration number(s) and identi | fication or description of the Trademark. | | |
| A. Trademark Application No.(s) See Attached Schedule 1 | B. Trademark Registration No.(s) See Attached Schedule 1 Additional sheet(s) attached? Yes No | | |
| C. Identification or Description of Trademark(s) (and Filing Date if | | | |
| . ,,, | ·· , | | |
| 5. Name address of party to whom correspondence concerning document should be mailed: | 6. Total number of applications and registrations involved: 7 | | |
| Name: Andrew Frank Garcia | · | | |
| Internal Address: Otterbourg P.C. | 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged by credit card | | |
| Street Address: 230 Park Avenue | Authorized to be charged to deposit account | | |
| City: New York | Enclosed 8. Payment Information: | | |
| State: <u>NY</u> Zip: <u>10169</u> | a. Credit Card Last 4 Numbers | | |
| Phone Number: <u>212-905-3705</u> | Expiration Date | | |
| Fax Number: | b. Deposit Account Number | | |
| | Authorized User Name: | | |
| Email Address: agarcia@otterbourg.com | | | |
| | | | |
| 9. Signature: (Signature | <u>July 14, 2020</u> Date | | |
| | Total number of pages including cover | | |

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-14

Andrew Frank Garcia

sheet, attachments, and document: 8

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of February 3, 2020, is made by UNCONDITIONAL LOVE INC., a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA, N.A. ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Loan Agreement"), by and among 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. <u>Defined Terms</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
- 2. <u>Grant of Security</u>. 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 "<u>Trademark Collateral</u>"):
- (a) the Trademarks and Trademark applications set forth on <u>Schedule 1</u> 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 "<u>Trademarks</u>");
- (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.

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- § 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. <u>Recordation</u>. 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. <u>Special Power of Attorney.</u> Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender an original of a Special Power of Attorney, a form of which is annexed hereto as <u>Exhibit A</u>, for, upon and during the continuance of an Event of Default, the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender upon and during the continuance of an Event of Default hereunder and under Loan Agreement and other Loan Documents.
- 6. <u>Execution in Counterparts</u>. 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.
- 7. <u>Successors and Assigns</u>. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 8. <u>Governing Law.</u> 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).
- 9. <u>Disputes</u>. 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]

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TRADE

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.

GRANTOR:

UNCONDITIONAL LOVE INC., as Grantor

Jennifer Pullen Name: Jennifer Pullen

Title: Chief Financial Officer and Chief

Operating Officer

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,

as Lender

By:

Name: Steven Blumberg

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

EXHIBIT A

SPECIAL POWER OF ATTORNEY – TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that UNCONDITIONAL LOVE INC. ("Grantor") hereby appoints BANK OF AMERICA, N.A. ("Lender") and each officer thereof, upon and during the continuance of an Event of Default, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the Loan Agreement or other Loan Documents upon and during the continuance of an Event of Default (as such terms are defined in the Loan Agreement):

- 1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated of even date herewith, by and among Grantor and Lender (the "Trademark Security Agreement")), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Trademark Security Agreement.
- 2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Obligations, as such term is defined in the Loan Agreement.

| Dated | as of | , | 2020. |
|-------|-------|---|-------|
| Dateu | as or | • | ZUZU. |

[Signature Page Follows]

[Trademark Security Agreement]

| GRANTOR: |
|--------------------------------------|
| UNCONDITIONAL LOVE, INC., as Grantor |
| By: |

Title: Chief Financial Officer and Chief Operating

Officer

Name: Jennifer Pullen

SCHEDULE 1 TRADEMARKS AND TRADEMARK APPLICATIONS

| APPLICANT/OWNER | TITLE | APPLICATION NO. | DATE FILED |
|-----------------------------|--------------------------|-----------------|---------------|
| Unconditional Love, Inc. | GOODBYE BAD STUFF | 88/227,186 | 12/12/2018 |
| Unconditional Love, Inc. | GROSSY NOSEY WIPES | 88/396,700 | 4/22/2019 |
| Unconditional Love, Inc. | HELLO BELLO | 88/648,105 | 10/9/2019 |
| Unconditional Love, Inc. | HELLO BELLO | 88/648,119 | 10/9/2019 |
| Unconditional Love, Inc. | HELLO BELLO | 88/675,675 | 10/31/2019 |
| Unconditional Love, Inc. | HELLO BELLO Logo | 87/953,005 | 6/7/2018 |
| Unconditional Love, Inc. | HELLO BELLO Logo | 87/675,668 | 10/31/2019 |

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RECORDED: 07/14/2020

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