

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOMBAS LLC		07/24/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. DEARBORN		
Internal Address:	7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88901753		
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853155		
Email:	austin.padgett@troutmansanders.com		
Correspondent Name:	Austin Padgett		
Address Line 1:	600 Peachtree St. NE		
Address Line 2:	Suite 3000		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	256674.1 SecuritySupp		
NAME OF SUBMITTER:	Austin Padgett		
SIGNATURE:	/Austin Padgett/		
DATE SIGNED:	07/24/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated July 24, 2020, is made by BOMBAS LLC, a Delaware limited liability company (the "Grantor") in favor of JPMORGAN CHASE BANK, N.A. (the "Lender").

WHEREAS, the Grantor and the Lender entered into a Credit Agreement dated April 1, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Grantor executed and delivered that certain Pledge and Security Agreement dated April 1, 2020 in favor of Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Intellectual Property Security Agreement dated April 1, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement or, if not defined therein, in the Credit Agreement).

WHEREAS, in accordance with Section 4.7(c) of the Security Agreement, Grantor has granted to the Lender a security interest in the Additional IP Collateral (as defined in Section 1 below) of such Grantor and has agreed pursuant thereto to execute this IP Security Agreement Supplement for recording with the Commissioner for Trademarks and any other governmental authorities.

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

(a) Grant of Security. Grantor hereby grants to the Lender, a security interest in and continuing lien on such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or created by such Grantor, and whether now or hereafter existing or arising (the "Additional IP Collateral"):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill of the business connected with the use thereof or symbolized thereby;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(iii) all tangible embodiments of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iv) any and all claims for damages or other proceeds of suit and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to the extent permitted under applicable law and contractual provisions, to sue for and collect, or otherwise recover for, such infringement, dilution, misappropriation, violation, misuse or breach; and

(v) any and all proceeds of, collateral for, income, royalties, license fees and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise

included, all (A) payments under insurance (whether or not the Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing, and (B) cash.

(b) Security for Obligations. The grant of a security interest in the Additional IP Collateral by the Grantor under this IP Security Agreement Supplement secures, and the Additional IP Collateral is collateral security for, the complete payment of all Secured Obligations of Grantor now or hereafter existing under the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by Grantor to Lender under the Loan Documents but for the fact that such Secured Obligations may be declared unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

(c) Recordation. Grantor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by the Lender.

(d) Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this IP Security Agreement Supplement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(e) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Addresses of Grantor:


Bombas LLC
881 Broadway, 2nd Floor
New York, NY 10003
Attention: Chief Financial Officer

With a copy to:

Great Hill Partners, LP
200 Clarendon Street, 29th Floor
Boston, MA 02116
Attention: Michael Kumin and John Dwyer

GRANTOR:

BOMBAS LLC

By: 
Name: Apurva Shah
Title: Chief Financial Officer

Address of Lender:

JPMorgan Chase Bank, N.A.
Middle Market Servicing
10 South Dearborn, Floor L2
Suite IL1-1145
Chicago, IL, 60603-2300

With a copy to:

JPMorgan Chase Bank, N.A.
237 Park Avenue – 6th Floor
Mail Code: NY1-R603
New York, NY 10017
Attention: Javier Carreras

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: Megan Westhuis
Title: Vice President

INTELLECTUAL PROPERTY SECURITY
AGREEMENT SUPPLEMENT
SIGNATURE PAGE

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GRANTOR:

BOMBAS LLC

By: _____
Name: Apurva Shah
Title: Chief Financial Officer

Address of Lender:

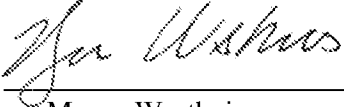
JPMorgan Chase Bank, N.A.
Middle Market Servicing
10 South Dearborn, Floor L2
Suite IL1-1145
Chicago, IL, 60603-2300

With a copy to:

JPMorgan Chase Bank, N.A.
237 Park Avenue – 6th Floor
Mail Code: NY1-R603
New York, NY 10017
Attention: Javier Carreras


LENDER:

JPMORGAN CHASE BANK, N.A.

By:  _____
Name: Megan Westhuis
Title: Vice President

Schedule A

Trademark and Service Mark Registrations and Applications

Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date	Goods
United States		88/901,753	May 5, 2020			Class 45: Charitable services, namely, providing clothing to individuals and organizations that serve individuals in need