

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Akerson Enterprises LLC		04/07/2021	Limited Liability Company: CALIFORNIA
Davy Piper LLC		04/07/2021	Limited Liability Company: DELAWARE
Bump Nutrition, LLC		04/07/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn
Internal Address:	Floor L2, Suite IL 1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	6280676	EASYCLIP
Registration Number:	5008044	KINDRED BRAVELY
Registration Number:	5360142	KINDRED BRAVELY
Registration Number:	5375417	KB
Registration Number:	5415926	DAVY JEAN
Registration Number:	5506420	KINDRED BRAVELY
Registration Number:	5635641	BE YOU BRAVELY
Registration Number:	5812904	BABY YOU'RE WORTH IT
Registration Number:	6130389	WASH WEAR SPARE
Registration Number:	6140864	SUBLIME
Registration Number:	6094206	DAVY PIPER
Registration Number:	6094207	DAVY PIPER
Registration Number:	6134176	DAVY PIPER
Serial Number:	87632946	BUMP NUTRITION

CH \$390.00 6280676

Property Type	Number	Word Mark
Serial Number:	88593284	DAVY PIPER

CORRESPONDENCE DATA

Fax Number:

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Heather Schneider
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	125180.00021
NAME OF SUBMITTER:	Heather Schneider
SIGNATURE:	/Heather Schneider/
DATE SIGNED:	04/16/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), dated as of April 7, 2021, among Akerson Enterprises LLC, a California limited liability company ("Akerson Enterprises"), Davy Piper LLC, a Delaware limited liability company ("Davy Piper"), Bump Nutrition, LLC, a Delaware limited liability company ("Bump Nutrition" and together with Akerson Enterprises and Davy Piper, each a "Grantor," and collectively, the "Grantors") and JPMorgan Chase Bank, N.A., in its capacity as the administrative agent (the "Administrative Agent") for the Lenders (defined below).

Reference is made to (a) the Pledge and Security Agreement, dated as of April 7, 2021 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") among Kindred Bravely Intermediate LLC, a Delaware limited liability company ("Holdings"), Kindred Bravely Acquisition LLC (the "Borrower"), each other Grantor party thereto (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Credit Agreement dated as of April 7, 2021 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the other Loan Parties party thereto, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business

identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I hereto (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

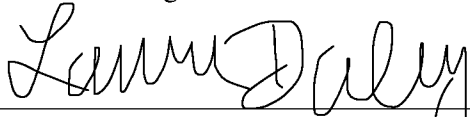
SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

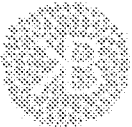


SECTION 5. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

By: 
Name: Lauren Daley
Title: Authorized Officer

SCHEDULE I
Trademark Applications and Registrations

Owner	Trademark Name	Application No.	Application Date	Registration No.	Registration Date
Akerson Enterprises, LLC	EASYCLIP	88950308	06/05/2020	6280676	03/02/2021
Akerson Enterprises, LLC	KINDRED BRAVELY	86854327	12/18/2015	5008044	07/26/2016
Akerson Enterprises, LLC	KINDRED BRAVELY	87524848	07/12/2017	5360142	12/19/2017
Akerson Enterprises, LLC	KB and Design 	87523244	07/11/2017	5375417	01/09/2018
Akerson Enterprises, LLC	DAVY JEAN	87455658	05/18/2017	5415926	03/06/2018
Akerson Enterprises, LLC	KINDRED BRAVELY	87524883	07/12/2017	5506420	07/03/2018
Akerson Enterprises, LLC	BE YOU BRAVELY	87524800	07/12/2017	5635641	12/25/2018
Akerson Enterprises, LLC	BABY YOU'RE WORTH IT	88253620	01/08/2019	5812904	07/23/2019
Akerson Enterprises, LLC	WASH WEAR SPARE	88811645	02/27/2020	6130389	08/18/2020
Akerson Enterprises, LLC	SUBLIME	88791300	02/10/2020	6140864	09/01/2020
Davy Piper LLC	DAVY PIPER	88646602	10/08/2019	6094206	07/07/2020
Davy Piper LLC	DAVY PIPER (Stylized) 	88646611	10/08/2019	6094207	07/07/2020
Davy Piper LLC	DAVY PIPER (Stylized) 	88594561	08/27/2019	6134176	08/25/2020
Bump Nutrition, LLC	BUMP NUTRITION	87632946	10/04/2017	N/A	N/A

Davy Piper LLC	DAVY PIPER	88593284	08/26/2019	N/A	N/A
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