

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shinesty, Inc.		06/11/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pacific Mercantile Bank		
Street Address:	949 South Coast Drive, 3rd Floor		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6058298	TELLUM + CHOP	
Registration Number:	5882183	BALL HAMMOCK	
Registration Number:	5882182	WELCOME TO BALL-HALLA	
Registration Number:	6195440	THE HOT TUB CLUB	
Registration Number:	6064540	STAY WEIRD AND SHINE ON	
Registration Number:	5852047	THE HOT TUB CLUB	
Registration Number:	5571829	YOUR LIFE JUST GOT WAY BETTER	
Registration Number:	5548563	MAD LABS	
Registration Number:	5436367	SHINESTY	
Registration Number:	5032622	SHINESTY	
Registration Number:	5032754	SHINESTY	
Registration Number:	5674234	HAMMOCK LIFE CLOTHING	
Serial Number:	90621853	PAJAMARALL	
Serial Number:	90557504	BALL HAMMOCK	
Serial Number:	90557491	HAMMOCK	
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>			

OP \$390.00 6058298

TRADEMARK

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1419430 TM

NAME OF SUBMITTER: Robin Dunn

SIGNATURE: /Robin Dunn/

DATE SIGNED: 07/14/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **June 11, 2021** by and between **PACIFIC MERCANTILE BANK** ("Lender") and **SHINESTY, INC.**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. Lender and Grantor are parties to that certain Loan and Security Agreement dated as of even date herewith (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein), but expressly excludes any United States intent to use trademarks at all times prior to the first use thereof, whereby the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent that granting of a security interest in such intent-to-use trademarks would be contrary to applicable law.

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing. Notwithstanding anything herein to the contrary, Grantor shall not be deemed to have granted a security interest in or lien on any of Grantor's right, title or interest in any United States intent to use trademarks at all times prior to the first use thereof, whereby the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent that granting of a security interest in such intent-to-use trademarks would be contrary to applicable law.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with prompt prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Lender's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[signatures on next page]

Address of Grantor:

1990 N 57th Ct. Unit A
Boulder, CO 80301

Grantor:

SHINESTY, INC., a Delaware corporation

By: 

Name: Chris White

Title: Chief Executive Officer

Address of Lender:

949 South Coast Drive, 3rd Floor
Costa Mesa, CA 92626

Lender:

PACIFIC MERCANTILE BANK

By: 

Name: George Bennett

Title: VP

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PAJAMARALL	90621853	04/02/21
BALL HAMMOCK	90557504	03/03/21
HAMMOCK	90557491	03/03/21
TELLUM + CHOP	88660746	10/18/19
	6058298	05/19/20
BALL HAMMOCK	88103219	09/04/18
	5882183	10/15/19
WELCOME TO BALL-HALLA	88103216	09/04/18
	5882182	10/15/19
THE HOT TUB CLUB	87171624	09/14/16
	6195440	11/10/20
STAY WEIRD AND SHINE ON	87362247	03/07/17
	6064540	05/26/20
THE HOT TUB CLUB	87362118	03/07/17
	5852047	09/03/19
YOUR LIFE JUST GOT WAY BETTER	87558743	08/07/17
	5571829	09/25/18
MAD LABS	87540055	07/24/17
	5548563	08/28/18
SHINESTY	87362189	03/07/17
	5436367	04/03/18
SHINESTY	86541006	02/20/15
	5032622	08/30/16
SHINESTY	86621496	05/06/15
	5032754	08/30/16
HAMMOCK LIFE CLOTHING	87954692	06/08/18
	5674234	02/12/19

SCHEDULE B

Patents and Patent Applications

NONE.

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Registration Number</u>	<u>Registration or Filing Date</u>	<u>Copyright</u>
VAU1221550	06/22/15	Shinesty Eyebration Purple (shinestyeyibrationprint_purple_pink.)