

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM664888

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Giddy Inc.		08/04/2021	Corporation: DELAWARE
Jubilant LLC		08/04/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Alter Domus (US) LLC
<b>Street Address:</b>	225 W. Washington St., 9th Floor
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	5708891	BOXED
Registration Number:	5645417	UP
Registration Number:	5897936	BOXED UP
Registration Number:	5500765	B
Registration Number:	5500708	BOXED
Registration Number:	5286365	BOXED
Registration Number:	5633548	BOXED IQ
Registration Number:	5628575	B
Serial Number:	87319150	PRINCE & SPRING
Registration Number:	5261741	LOVE THAT BULK
Registration Number:	5530614	DON'T RUN OUT
Registration Number:	5261742	THE PRODUCTS YOU LOVE IN BULK, DELIVERED
Registration Number:	5261743	THE PRODUCTS YOU LOVE IN BULK, FOR THE S
Registration Number:	5214708	BOXED
Registration Number:	5261744	AN ENDLESS SUPPLY OF THE THINGS YOU LOVE
Registration Number:	5365551	BULK IS BEAUTIFUL
Registration Number:	5365550	BULK MADE BEAUTIFUL
Registration Number:	6046631	INNER WORKOUT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5975450	BE SCHOOL
Registration Number:	5276831	CUSHY FOR YOUR TUSHY
Registration Number:	5781863	PRINCE & SPRING
Registration Number:	6038173	STELLAR SELTZER
Serial Number:	87440039	FRUITMOJIS
Registration Number:	5476873	CHILL SEEKERS ONLY
Registration Number:	5307241	PRINCE & SPRING SUPREME

**CORRESPONDENCE DATA**

Fax Number: 9495676710

*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: 9498527792

Email: ipprosecution@orrick.com, vsantos@orrick.com

Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP

Address Line 1: 2050 Main Street, Suite 1100

Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	35619-26
NAME OF SUBMITTER:	Victor Santos
SIGNATURE:	/Victor Santos/
DATE SIGNED:	08/04/2021

**Total Attachments: 9**

- source=Boxed - Trademark Security Agreement [Executed] 4138-6074-9872 1#page1.tif
- source=Boxed - Trademark Security Agreement [Executed] 4138-6074-9872 1#page2.tif
- source=Boxed - Trademark Security Agreement [Executed] 4138-6074-9872 1#page3.tif
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- source=Boxed - Trademark Security Agreement [Executed] 4138-6074-9872 1#page9.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 4, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Giddy Inc., a Delaware corporation and Jubilant LLC, a Delaware limited liability company (collectively, the “**Grantors**” and, each, a “**Grantor**”) in favor of Alter Domus (US) LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS** the Grantors are party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) among the Grantors, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

### SECTION 2. GRANT OF SECURITY INTEREST

**SECTION 2.1** Scope of Grant. Each Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted 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**”):

- (i) all registered trademarks, service marks, trade names, corporate names, company names, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”) (or any successor office), including the registrations and registrations applications listed in Schedule A hereto, and all extensions or renewals thereof, as well as all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing, and

(iii) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

**SECTION 2.2** Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application to the extent that, and solely during the period that, the grant of a security interest therein would impair the validity or enforceability or render void or result in the cancellation of, any registration issued as a result of such “intent to use” trademark application under any applicable federal law.

### **SECTION 3. COLLATERAL AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement.

### **SECTION 5. TERMINATION**

This Agreement shall automatically terminate and the lien on and security interest in the Trademark Collateral shall be automatically released upon the payment in full in cash of all the Obligations (other than contingent or inchoate obligations for which no claim has been asserted) and the expiration of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantors, execute all documents, make all filings and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

## **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

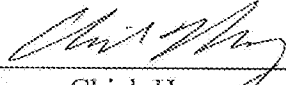
## **SECTION 7. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**GIDDY INC.**, as Grantor

By:   
Name: Chieh Huang  
Title: Chief Executive Officer

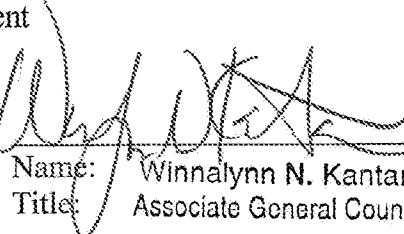
**JUBILANT LLC**, as Grantor

By:   
Name: Chieh Huang  
Title: President

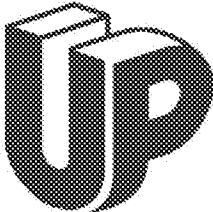
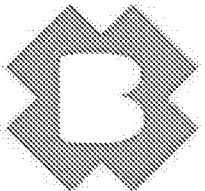

Acknowledged and Agreed:

**ALTER DOMUS (US) LLC**, as Administrative  
Agent

By

  
Name: Winnalynn N. Kantaris  
Title: Associate General Counsel

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
BOXED  BOXED	U.S. Federal	REGISTERED FILED AS USE APPLICATION USE APPLICATION - CURRENT	88044113 7/19/2018	5708891 3/26/2019	GIDDY INC.
UP 	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently	87864681 4/5/2018	5645417 1/1/2019	GIDDY INC.
BOXED UP  BOXED UP	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	87797486 2/14/2018	5897936 10/29/2019	GIDDY INC.
B 	U.S. Federal	REGISTERED FILED AS USE APPLICATION USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently	87484103 6/12/2017	5500765 6/26/2018	GIDDY INC.
BOXED 	U.S. Federal	REGISTERED FILED AS USE APPLICATION USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently	87475305 6/5/2017	5500708 6/26/2018	GIDDY INC.
BOXED  BOXED	U.S. Federal	REGISTERED FILED AS USE APPLICATION USE APPLICATION - CURRENT	87399409 4/5/2017	5286365 9/12/2017	GIDDY INC.

Schedule A

4160-3364-4336

**TRADEMARK**  
**REEL: 007378 FRAME: 0461**



Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
BOXED IQ  BOXED IQ	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	87374188 3/16/2017	5633548 12/18/2018	GIDDY INC.
B  	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	87374221 3/16/2017	5628575 12/11/2018	GIDDY INC.
PRINCE & SPRING  PRINCE & SPRING	U.S. Federal	PUBLISHED (PENDING) Intent to Use - Filed Intent to Use	87319150 1/31/2017		GIDDY INC.
LOVE THAT BULK  LOVE THAT BULK	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86783606 10/9/2015	5261741 8/8/2017	GIDDY INC.
DON'T RUN OUT  DON'T RUN OUT	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86783617 10/9/2015	5530614 7/31/2018	GIDDY INC.
THE PRODUCTS YOU LOVE IN BULK, DELIVERED TO YOUR DOOR  <small>THE PRODUCTS YOU LOVE IN BULK, DELIVERED TO YOUR DOOR</small>	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86783633 10/9/2015	5261742 8/8/2017	GIDDY INC.
THE PRODUCTS YOU LOVE IN BULK, FOR THE SMALLEST PRICES  <small>THE PRODUCTS YOU LOVE IN BULK, FOR THE SMALLEST PRICES</small>	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86783647 10/9/2015	5261743 8/8/2017	GIDDY INC.
BOXED  <b>BOXED</b>	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86783677 10/9/2015	5214708 5/30/2017	GIDDY INC.

Schedule A

4160-3364-4336

**TRADEMARK**  
**REEL: 007378 FRAME: 0462**

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
AN ENDLESS SUPPLY OF THE THINGS YOU LOVE  AN ENDLESS SUPPLY OF THE THINGS YOU LOVE	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86783664 10/9/2015	5261744 8/8/2017	GIDDY INC.
BULK IS BEAUTIFUL  BULK IS BEAUTIFUL	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86923561 2/29/2016	5365551 12/26/2017	GIDDY, INC.
BULK MADE BEAUTIFUL  BULK MADE BEAUTIFUL	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86923525 2/29/2016	5365550 12/26/2017	GIDDY, INC.
INNER WORKOUT  Inner Workout	U.S. Federal	REGISTERED FILED AS USE APPLICATION USE APPLICATION - CURRENT	88637894 10/1/2019	6046631 5/5/2020	JUBILANT LLC
BE SCHOOL  Be School	U.S. Federal	REGISTERED FILED AS USE APPLICATION USE APPLICATION - CURRENT	88403532 4/26/2019	5975450 2/4/2020	JUBILANT LLC
CUSHY FOR YOUR TUSHY  CUSHY FOR YOUR TUSHY	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86604248 4/21/2015	5276831 8/29/2017	JUBILANT LLC
PRINCE & SPRING  PRINCE & SPRING	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86580814 3/30/2015	5781863 6/18/2019	JUBILANT LLC
STELLAR SELTZER  STELLAR SELTZER	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	88280411 1/29/2019	6038173 4/21/2020	JUBILANT, LLC
FRUITMOJIS  FRUITMOJIS	U.S. Federal	PUBLISHED (PENDING) Intent to Use - Filed Intent to Use	87440039 5/8/2017		JUBILANT, LLC

Schedule A

4160-3364-4336

**TRADEMARK**  
**REEL: 007378 FRAME: 0463**

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
CHILL SEEKERS ONLY  CHILL SEEKERS ONLY	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	87407001 4/11/2017	5476873 5/22/2018	JUBILANT, LLC
PRINCE & SPRING SUPREME  PRINCE & SPRING SUPREME	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	86854183 12/18/2015	5307241 10/10/2017	JUBILANT, LLC

Schedule A

4160-3364-4336

RECORDED: 08/04/2021

TRADEMARK  
REEL: 007378 FRAME: 0464