

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mainspring Holdings, Inc.		12/10/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90879486	DAPPLE	
Serial Number:	87814745	DAPPLE BABY	
Serial Number:	87612632	DAPPLE	
Serial Number:	87029685	DAPPLE	
CORRESPONDENCE DATA			
Fax Number:	5139778141		
<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:	5139778200		
Email:	april.besl@dinsmore.com		
Correspondent Name:	April L. Besl		
Address Line 1:	255 E. Fifth St., Suite 1900		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	April L. Besl		
SIGNATURE:	/april l besl/		
DATE SIGNED:	01/19/2022		
Total Attachments: 7			
source=Security Interest - Mainspring Holdings, Inc#page1.tif			
source=Security Interest - Mainspring Holdings, Inc#page2.tif			
source=Security Interest - Mainspring Holdings, Inc#page3.tif			

OP \$115.00 90879486

source=Security Interest - Mainspring Holdings, Inc#page4.tif
source=Security Interest - Mainspring Holdings, Inc#page5.tif
source=Security Interest - Mainspring Holdings, Inc#page6.tif
source=Security Interest - Mainspring Holdings, Inc#page7.tif

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 10, 2021, is made by MAINSPRING HOLDINGS, INC., a Delaware corporation, located at 212 E. Third Street, Ste. 300, Cincinnati, Ohio 45202 (the "Grantor"), in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION located at 38 Fountain Square Plaza, Cincinnati, Ohio 45263 (the "Lender"), pursuant to that certain Credit Agreement, of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), between eleeo brands llc, an Ohio limited liability company ("Borrower"), and the Lender.

WITNESSETH

WHEREAS, pursuant to the Credit Agreement, the Lender has agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guaranty and Security Agreement, of even date herewith, in favor of the Lender (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Lender for the benefit of the Lender a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Exhibit A attached hereto) (collectively, the "Trademark Collateral"), to the Lender for the benefit of the Lender to secure payment, performance and observance of the Secured Obligations.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by Grantor of a security interest therein would result in the loss by Grantor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor and the Lender have executed this Grant of Security Interest in Trademark Rights as of the date first above written.

GRANTOR:

MAINSRING HOLDINGS, INC.,
as Grantor

By: [Signature]
Name: Edward Palmer
Title: President

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
as Lender

By: _____
Name: _____
Title: _____

Signature Page to Grant of Security Interest in Trademark Rights

IN WITNESS WHEREOF, the Grantor and the Lender have executed this Grant of Security Interest in Trademark Rights as of the date first above written.

GRANTOR:

MAINSRING HOLDINGS, INC.,
as Grantor

By: _____
Name: _____
Title: _____

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
as Lender

By: _____
Name: _____
Title: _____

Signature Page to Grant of Security Interest in Trademark Rights

ACKNOWLEDGEMENT OF GRANTOR

STATE OF OHIO

)
) ss:
)

COUNTY OF

I hereby certify that Richard Palmer, the President of
MAINSRING HOLDINGS, INC., a Delaware corporation, personally appeared before me on this day
and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and
deed of MAINSRING HOLDINGS, INC.

Witness my hand and official seal, this the 2 day of December, 2021.

My commission expires: June 24 2026

Mellon Fryman
Notary Public



Mellon Fryman
Notary Public, State of Ohio
My Commission Expires:
June 24, 2026

ACKNOWLEDGEMENT OF LENDER

STATE OF OHIO

)
) ss:
)

COUNTY OF

I hereby certify that James B. Coffey the Vice President of FIFTH THIRD BANK, NATIONAL ASSOCIATION, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of FIFTH THIRD BANK, NATIONAL ASSOCIATION.

Witness my hand and official seal, this the 6th day of December, 2021.

My commission expires:

[Signature]
Notary Public



Peter A. Draugelis
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date, Section 147.03 O.R.C.

EXHIBIT A

Mainspring Holdings, Inc. – Trademarks

Mark	Country	App No Filing Date	Reg No Reg Date
DAPPLE	US	90879486 08/12/2021	
	US	87814745 02/28/2018	5735067 04/23/2019
DAPPLE	US	87612632 09/18/2017	5490427 06/12/2018
	US	87029685 05/09/2016	5206246 05/16/2017