

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vegamour, Inc.		03/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2029 Century Park East		
Internal Address:	38th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	90885033	GRAY DELAY	
Serial Number:	90493057	V	
Serial Number:	90448838	KARMATIN	
Serial Number:	90432706	GROWTH WITHOUT COMPROMISE	
Serial Number:	87817757	VEGAMOUR	
Serial Number:	87301519	VEGABROW	
Serial Number:	87005078	VEGALASH	
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>			
Phone:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		

CH \$190.00 90885033

DATE SIGNED:	03/16/2022
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of March 16, 2022, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit and Security Agreement referred to below, and VEGAMOUR, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit and Security Agreement), in the amounts and manner set forth in that certain Credit and Security Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement unless otherwise defined in this Agreement). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Intellectual Property Collateral (as defined below), including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, by and among Lender and the Loan Parties, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations under the Credit Agreement, Grantor grants and pledges to Lender a security interest, to the extent Grantor has a right to do so, in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, Grantor’s right, title and interest in, to and under the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto but excluding any Excluded Collateral (collectively, the “Trademarks”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary, “Intellectual Property Collateral” shall not include: (i) any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise, or (ii) Excluded Collateral (as defined in the Credit Agreement), provided that if and when any property that would otherwise constitute Intellectual Property Collateral shall cease to be Excluded Collateral, such property shall be deemed at all times from and after such date to constitute Intellectual Property Collateral.

2. Recordation. Grantor authorizes the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States to record this security interest in the Intellectual Property Collateral upon request by Lender, such recordations to be facilitated by Lender including the payment of any recordation fees. Upon the conclusion of the Credit Agreement and satisfaction of Grantor’s obligations thereunder, Lender agrees to promptly execute a release of the security interests in the Intellectual Property Collateral to enable Grantor to record such release, and Lender authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record such release.

3. Authorization. Grantor agrees that Lender may (a) modify this Agreement unilaterally by amending Exhibits A, B or C, as applicable, to this Agreement solely to the extent necessary to include any Intellectual Property Collateral which Grantor obtains an ownership interest in subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended Exhibits A, B or C, as applicable, reflecting such new Intellectual Property Collateral; provided, Grantor has provided Lender with written notice of such ownership interest obtained subsequent to the date of this Agreement that would constitute Intellectual Property Collateral; provided further, Lender provides Grantor with a copy of such amendment for Grantor’s review and approval prior to filing (such approval not to be unreasonably withheld or delayed).

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit

Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

VEGAMOUR, INC.

Vegamour, Inc.
1024 Santee Street, 6th Floor
Los Angeles, CA 90015
Attention: Daniel Hodgdon, CEO

By: Daniel Hodgdon

Name: Daniel Hodgdon

Title: Chief Executive Officer

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

JPMorgan Chase Bank, N.A.
2029 Century Park East, 38th Floor
Los Angeles, CA 90067
Attention: Sarah Peluso

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

Vegamour, Inc.
1024 Santee Street, 6th Floor
Los Angeles, CA 90015
Attention: Daniel Hodgdon, CEO

VEGAMOUR, INC.

By: _____

Name: _____

Title: _____

LENDER:

Address:

JPMorgan Chase Bank, N.A.
2029 Century Park East, 38th Floor
Los Angeles, CA 90067
Attention: Sarah Peluso

JPMORGAN CHASE BANK, N.A.

By: Cameron Gray

Name: Cameron Gray

Title: Authorized Officer

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Filing Date</u>
GRAY DELAY	90885033	August 16, 2021
V	90493057	January 27, 2021
KARMATIN	90448838	January 5, 2021
GROWTH WITHOUT COMPROMISE	90432706	December 30, 2020
VEGAMOUR	87817757	March 2, 2018
VEGABROW	87301519	January 13, 2017
VEGALASH	87005078	April 18, 2016