

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cariloa, Inc.	FORMERLY Cariloa, LLC	05/11/2022	Corporation: DELAWARE
Cariloa Stores, LLC		05/11/2022	Limited Liability Company: UTAH
Cariloa Retail, LLC		05/11/2022	Limited Liability Company: UTAH
Cariloa Lahaina LLC		05/11/2022	Limited Liability Company: UTAH
Del Sol Retail, LLC		05/11/2022	Limited Liability Company: UTAH
PW Lahaina, LLC		05/11/2022	Limited Liability Company: UTAH
Del Sol St. Thomas, LLC		05/11/2022	Limited Liability Company: UTAH

RECEIVING PARTY DATA

Name:	Siena Lending Group LLC
Street Address:	9 W Broad Street
Internal Address:	6th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	97040233	A COMFY WAY TO SAVE THE PLANET
Serial Number:	90864961	CARILLOHA
Serial Number:	90863813	SOFT, COOL, CLEAN, GREEN
Serial Number:	90863526	A COMFY WAY TO SAVE THE WORLD
Serial Number:	90863294	SOFTEST BEDDING ON THE PLANET
Serial Number:	90853590	C
Registration Number:	5376346	CARILLOHA
Registration Number:	6029419	ALOHA SOFT

OP \$315.00 97040233

Property Type	Number	Word Mark
Registration Number:	4919676	BAMBOO SOFT
Registration Number:	4614316	
Registration Number:	3745408	CARILOHA
Registration Number:	3931326	CARILOHA

CORRESPONDENCE DATA

Fax Number: 2158325619
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: 2155695619
Email: timothy.pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye (140690-01131)
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	140690-01131
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	05/11/2022

Total Attachments: 26

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") dated as of May 11, 2022 by CARILOHA, INC., a Delaware corporation (successor-by-conversion to, and formerly known as, Cariloha, LLC, a Utah limited liability company) ("Grantor 1"), CARILOHA STORES, LLC, a Utah limited liability company ("Grantor 2"), CARILOHA RETAIL, LLC, a Utah limited liability company ("Grantor 3"), CARILOHA LAHAINA LLC, a Utah limited liability company ("Grantor 4"), DEL SOL RETAIL, LLC, a Utah limited liability company ("Grantor 5"), PW LAHAINA, LLC, a Utah limited liability company ("Grantor 6"), DEL SOL ST. THOMAS, LLC, a Utah limited liability company ("Grantor 7" and together with Grantor 1, Grantor 2, Grantor 3, Grantor 4, Grantor 5, Grantor 6 and any other Person who from time to time becomes a Grantor hereunder, collectively, the "Grantors" and each individually, a "Grantor") in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, "Lender"):

WITNESSETH

WHEREAS, each Grantors, certain Grantors' affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, each Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

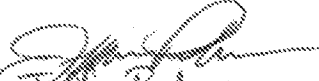
6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR HIMSELF AND IN RESPECT OF HIS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.10 of the Loan Agreement.

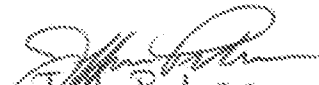
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IN WITNESS WHEREOF, Each Grantor has duly executed this Agreement as of the date first written above.


CARILOHA, INC.

By: 
Name: Jeff Pedersen
Title: CEO

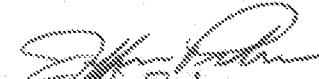
CARILOHA STORES, LLC

By: 
Name: Jeff Pedersen
Title: CEO


CARILOHA RETAIL, LLC

By: 
Name: Jeff Pedersen
Title: CEO

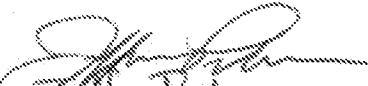
CARILOHA LAHAINA LLC

By: 
Name: Jeff Pedersen
Title: CEO

DEL SOL RETAIL, LLC

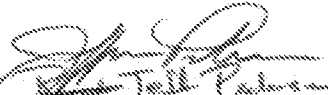
By: 
Name: Jeff Pedersen
Title: CEO

PW LAHAINA, LLC

By: 
Name: Jeff Pedersen
Title: CEO

[Signature Page to Intellectual Property Security Agreement]

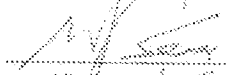
DEL SOL ST. THOMAS, LLC

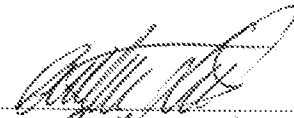
By: 
Name: *Jill Palmer*
Title: CEO

[Signature Page to Intellectual Property Security Agreement]

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: 
Name: Michael Sessa
Title: Authorized Signatory

By: 
Name: Anthony Levin
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]