

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727418

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fast IP, LLC		05/10/2022	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Ave., 9th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6720119	H	
Registration Number:	5311633	KIZIK	
Registration Number:	5324086	KIZIK	
Registration Number:	5397976	F.A.S.T.	
Registration Number:	5455178		
Registration Number:	6120598	HANDSFREE LABS	
Registration Number:	6120708	INNOVATION IN EVERY STEP	
Registration Number:	6180513	STEP INTO FREEDOM	
Registration Number:	6266798	STEP ON IT	
Registration Number:	6327472	H	
Registration Number:	6327477	K	
Registration Number:	6577960	DON'T LET YOUR SHOES SLOW YOU DOWN	
Serial Number:	97386897		
Registration Number:	5311636	KIZIK	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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>			

CH \$365.00 6720119

Phone: 2027395866
Email: felicia.gordon@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	066397.05.0777
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	05/12/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of May 10, 2022, by and between FAST IP, LLC, a Utah limited liability company (the "Grantor"), and JPMORGAN CHASE BANK, N.A. (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among KIZIK DESIGN, LLC, a Utah limited liability company (the "Borrower"), the Grantor, the other Loan Parties party thereto and the Lender, the Lender has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender is willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Lender that certain Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to the Lender a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Lender with the United States Patent and Trademark Office.

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby pledges, collaterally assigns and grants to the Lender to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including right to receive any

damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license with respect to Trademarks.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Loan Party to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Loan Party.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by email, .pdf, facsimile or other electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Each party agrees that the electronic signatures of the parties included in this Trademark Security Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signatures" mean any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record pursuant to the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309) as amended from time to time or as provided under the Uniform Commercial Code as adopted by the State of New York. This Trademark Security Agreement is a Loan Document.

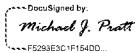
7. **Governing Law; Jurisdiction, Consent to Service of Process.** **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY SECTION 8.09 OF THE CREDIT AGREEMENT.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

FAST IP, LLC,
a Utah limited liability company

By: 
Name: Michael J. Pratt
Title: Manager

[Signature page to Trademark Security Agreement]

LENDER:

JPMORGAN CHASE BANK, N.A.,

By: Manju Manwani
Name: Manju Manwani
Title: Authorized Officer

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 007718 FRAME: 0729

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

COUNTRY	TRADEMARK	SERIAL NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
Brazil	F.A.S.T.	916196380	11/1/2018	916196380	7/23/2019
Brazil	KIZIK	916196399	11/1/2018	916196399	7/16/2019
Canada	KIZIK	1924938	10/12/2018	TMA1102481	6/22/2021
China	HANDSFREE LABS (25)	55273643	4/16/2021		
China	HANDSFREE LABS (35)	55273642	4/16/2021		
China	HANDSFREE LABS (42)	55273980	4/16/2021		
China	KIZIK	20781826	07/27/2016	20781826	8/14/2018
China	KIZIK	37740841	4/24/2019	37740841	1/14/2020
China	F.A.S.T.	36187774	1/28/2019	36187774	9/21/2020
China	PILAR	50068967	9/25/2020	50068967	10/7/2021
Europe	KIZIK	16158065	12/13/2016	16158065	03/6/2018
Europe	KIZIK logo	16188393	12/20/2016	16188393	05/16/2017
Hong Kong	KIZIK	304698082	10/12/2018	304698082	10/12/2018
Hong Kong	PILAR	305229711	3/25/2020	305229711	3/25/2020
Hong Kong	HANDSFREE LABS	305704083	7/30/2021	305704083	12/21/2021
Taiwan	HANDSFREE LABS	110054442	7/30/2021		
Taiwan	KIZIK	107066440	10/15/2018	1,978,631	4/1/2019
Taiwan	F.A.S.T.	108020779	4/8/2019	2059336	5/16/2020
Taiwan	PILAR	109017514	3/23/2020	2097435	11/1/2020
US	HANDSFREE LABS	90/518,170	2/8/2021		
US	FAST	88/605,533	9/5/2019		
US	SQUEASE IT	90/504,526	2/2/2021		
US	SQUEEZE IT	90/504,520	2/2/2021		
US	KIDZIK	90/406,784	12/23/2020		
US	KIZIK	88/221,695	12/7/2018		

COUNTRY	TRADEMARK	SERIAL NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
US	JOURNEY OVER DESTINATION	88/734,027	12/19/2019		
US	FLIP FIT	88/856,685	4/1/2020		
US	PILAR	88/638,160	10/1/2019		
US	PLR	88/685,353	11/8/2019		
US	HANDS OFF	90/856,471	7/29/2021		
US	H logo	90/398,785	12/21/2020		
US	CAGE	97/272,512	2/17/2022		
US	RABBIT FOAM	90/731,036	5/24/2021		
US	ROAMER	90/897,647	8/23/2021		
US	MARS ROAMER	97/021,855	9/10/2021		
US	KIZIK	86/246,440	04/08/2014	5,311,633	10/17/2017
US	KIZIK logo	86/252,589	04/15/2014	5,311,636	10/17/2017
US	KIZIK	86/243,431	04/04/2014	5,324,086	10/31/2017
US	F.A.S.T.	87/390,780	03/29/2017	5,397,976	02/06/2018
US	Icon logo	87/531,319	07/17/2017	5,455,178	04/24/2018
US	HANDSFREE LABS	88/660,485	10/18/2019	6120598	8/4/2020
US	INNOVATION IN EVERY STEP	88/734,006	12/19/2019	6120708	8/4/2020
US	STEP INTO FREEDOM	87/546,760	07/28/2017	6,180,513	10/20/2020
US	STEP ON IT	86/968,098	04/07/2016	6266798	2/9/2021
US	H logo	90/141,834	8/27/2020	6327472	4/20/2021
US	k logo	90/141,886	8/27/2020	6327477	4/20/2021
US	DON'T LET YOUR SHOES SLOW YOU DOWN	90/284,203	10/28/2020	6577960	11/30/2021
US	Cage trade dress	97/386,897	4/28/2022		
WO	HANDSFREE LABS	A0111709	7/28/2021	1616732	7/28/2021
WO	PILAR	A0095246	3/19/2020	1527556	3/19/2020
WO	F.A.S.T.	A0070257	09/28/2017	1380977	09/28/2017
WO	KIZIK	A0079940	10/11/2018	1434733	10/11/2018