

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM765888

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BOMBAS LLC		04/01/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.		
<b>Street Address:</b>	10 South Dearborn, Floor L2		
<b>Internal Address:</b>	Suite IL 1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85920736	BEE BETTER	
<b>Serial Number:</b>	85920762		
<b>Serial Number:</b>	85920565	BOMBAS	
<b>Serial Number:</b>	87453725	BOMBAS	
<b>Serial Number:</b>	87661094	HEX TEC	
<b>Serial Number:</b>	87661013	HEX TEC	
<b>Serial Number:</b>	86314517	INVISITOE	
<b>Serial Number:</b>	86752910	ONE PAIR PURCHASED = ONE PAIR DONATED	
<b>Serial Number:</b>	86752887	ONE PAIR PURCHASED = ONE PAIR DONATED	
<b>Serial Number:</b>	88396581	BEE BETTER	
<b>Serial Number:</b>	88396591	BEE BETTER	
<b>Serial Number:</b>	88396430		
<b>Serial Number:</b>	88396448		
<b>Serial Number:</b>	88667468		
<b>Serial Number:</b>	88361550	BOMBAS	
<b>Serial Number:</b>	88361555	BOMBAS	
<b>Serial Number:</b>	88667463	BOMBAS	
<b>Serial Number:</b>	88396470	BOMBAS	

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Property Type	Number	Word Mark
Serial Number:	88396486	BOMBAS
Serial Number:	87921290	
Serial Number:	88325728	DESIGNED FOR DONATION
Serial Number:	88396509	HEX TEC
Serial Number:	88396522	HEX TEC
Serial Number:	88396550	HEX TEC
Serial Number:	88396562	HEX TEC
Serial Number:	88396536	INVISITOE
Serial Number:	88221415	ONE ITEM PURCHASED = ONE ITEM DONATED
Serial Number:	88325746	ONE ITEM PURCHASED = ONE ITEM DONATED
Serial Number:	88481891	ONE PURCHASED = ONE DONATED
Serial Number:	88667471	ONE PURCHASED = ONE DONATED
Serial Number:	88481898	ONE PURCHASED ONE DONATED
Serial Number:	88667473	ONE PURCHASED = ONE DONATED

**CORRESPONDENCE DATA**

**Fax Number:** 4048853900

*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:** 4048853099

**Email:** trademarks@troutman.com

**Correspondent Name:** Brandon M. Reed, Esq.

**Address Line 1:** 600 Peachtree Street NE, Suite 3000

**Address Line 2:** Troutman Pepper

**Address Line 4:** Atlanta, GEORGIA 30308

<b>ATTORNEY DOCKET NUMBER:</b>	256674.000001
<b>NAME OF SUBMITTER:</b>	Brandon M. Reed
<b>SIGNATURE:</b>	/Brandon M. Reed/
<b>DATE SIGNED:</b>	11/04/2022

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of April 1, 2020, by and among JPMORGAN CHASE BANK, N.A. ("Lender"), and BOMBAS LLC, a Delaware limited liability company ("Grantor").

### PRELIMINARY STATEMENT

A. The Grantor and the Lender are entering into a Credit Agreement dated of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. The Grantor is entering into this Agreement and that certain Pledge and Security Agreement, dated of even date herewith (as amended, restated, amended and restated, replaced, extended, supplemented, or otherwise modified from time to time, the "Security Agreement"; Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement or, if not defined therein, in the Credit Agreement) in order to induce the Lender to enter into and extend credit to the Grantor under the Credit Agreement.

C. Pursuant to the terms of the Security Agreement, Grantor has granted or shall grant to Lender a security interest in, among other property, certain Copyrights, Trademarks and Patents to secure the Secured Obligations.

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 the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure the prompt and complete payment and performance of the Secured Obligations, Grantor hereby grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under all intellectual property of Grantor (the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Lender.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of

which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

[Signature Page Follows]

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

Addresses of Grantor:

Bombas LLC  
881 Broadway, 2nd Floor  
New York, NY 10003  
Attention: Chief Financial Officer

With a copy to:

Great Hill Partners, LP  
200 Clarendon Street, 29th Floor  
Boston, MA 02116  
Attention: Michael Kumin and John Dwyer

Address of Lender:

JPMorgan Chase Bank, N.A.  
Middle Market Servicing  
10 South Dearborn, Floor L2  
Suite IL1-1145  
Chicago, IL, 60603-2300

With a copy to:

JPMorgan Chase Bank, N.A.  
237 Park Avenue -- 6th Floor  
Mail Code: NY1-R603  
New York, NY 10017  
Attention: Javier Carreras

GRANTOR:

BOMBAS LLC

By:   
Name: Apurva Shah  
Title: Chief Financial Officer

LENDER:

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Addresses of Grantor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Fax No: \_\_\_\_\_

**GRANTOR:**

BOMBAS LLC

By: \_\_\_\_\_

Name:

Title:

Address of Lender:

JPMorgan Chase Bank, N.A.  
Middle Market Servicing  
10 South Dearborn, Floor L2  
Suite IL1-1145  
Chicago, IL, 60603-2300

**LENDER:**

JPMORGAN CHASE BANK, N.A.

By: *Megan Westhuis*

Name: *Megan Westhuis*

Title: *Vice President*

With a copy to:

JPMorgan Chase Bank, N.A.  
237 Park Avenue – 6th Floor  
Mail Code: NY1-R603  
New York, NY 10017  
Attention: Javier Carreras

EXHIBIT A

Copyrights

**REGISTERED COPYRIGHTS**

None.

**COPYRIGHT APPLICATIONS**

<b>Copyright</b>	<b>Author</b>	<b>Application Date</b>	<b>Application Number</b>
Bombas Bee Design	Bombas LLC	March 12, 2020	023452.1200

**COPYRIGHT LICENSES**

None.

EXHIBIT B

Patents

**Part A – United States Patents**

**PATENTS AND DESIGN PATENTS**

<b>Description</b>	<b>Application No.</b>	<b>Patent No.</b>	<b>Issued</b>	<b>Expiration</b>
Sock	29494322	D723261	March 3, 2015	

**PATENT APPLICATIONS**

None.

**PATENT LICENSES**





None.





EXHIBIT C




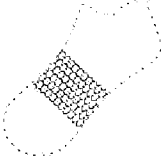



Trademarks


**U.S. TRADEMARK REGISTRATIONS**

Trademark	Application No.	Filing Date	Registration No.	Registration Date
BEE BETTER	85/920,736	May 1, 2013	5,323,994	October 31, 2017
	85/920,762	May 1, 2013	4,492,579	March 4, 2014
BOMBAS	85/920,565	May 1, 2013	4,492,577	March 4, 2014
	87/453,725	May 17, 2017	5,359,406	December 19, 2017
HEX TEC	87/661,094	October 26, 2017	5,710,807	March 26, 2019
	87/661,013	October 26, 2017	5,704,333	March 19, 2019
INVISITOE	86/314,517	June 19, 2014	4,736,719	May 12, 2015
ONE PAIR	86/752,910	September 10, 2015	4,945,652	April 26, 2016
PURCHASED = ONE PAIR DONATED	86/752,887	September 10, 2015	4,963,573	May 24, 2016
				

**U.S. TRADEMARK APPLICATIONS**

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status
BEE BETTER	88/396,581	April 22, 2019	-	-	Pending
BEE BETTER	88/396,591	April 22, 2019	-	-	Pending
	88/396,430	April 22, 2019	-	-	Pending
	88/396,448	April 22, 2019	-	-	Pending

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status
	88/667,468	October 24, 2019	-	-	Pending
BOMBAS	88/361,550	March 28, 2019	-	-	Pending
BOMBAS	88/361,555	March 28, 2019	-	-	Pending
BOMBAS	88/667,463	October 24, 2019	-	-	Pending
<b>BOMBAS</b> 	88/396,470	April 22, 2019	-	-	Pending
<b>BOMBAS</b> 	88/396,486	April 22, 2019	-	-	Pending
	87/921,290	May 15, 2018	-	-	Pending
	88/325,728	March 5, 2019	-	-	Pending
HEX TEC	88/396,509	April 22, 2019	-	-	Pending
HEX TEC	88/396,522	April 22, 2019	-	-	Pending
<b>HEX • TEC</b>	88/396,550	April 22, 2019	-	-	Pending
<b>HEX • TEC</b>	88/396,562	April 22, 2019	-	-	Pending
INVISITOE	88/396,536	April 22, 2019	-	-	Pending
ONE ITEM	88/221,415	December 7, 2018	-	-	Pending
PURCHASED = ONE ITEM DONATED	88/325,746	March 5, 2019	-	-	Pending
					
ONE PURCHASED = ONE DONATED	88/481,891	June 20, 2019	-	-	Pending
ONE PURCHASED = ONE DONATED	88/667,471	October 24, 2019	-	-	Pending
	88/481,898	June 20, 2019	-	-	Pending

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status
	88/667,473	October 24, 2019	-	-	Pending

**TRADEMARK LICENSES**

None.