

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nest Fragrances, LLC		03/31/2023	Limited Liability Company: NEW YORK
NF Brands, LLC		03/31/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5273057	LIQUIDLESS DIFFUSER	
Registration Number:	5312401	BLACK TULIP	
Registration Number:	5219575	CASHMERE SUEDE	
Registration Number:	4290005	NEST	
Registration Number:	3769261	NEST	
Registration Number:	4280633	N E S T FRAGRANCES	
Registration Number:	4182702	NEST FRAGRANCES	
Registration Number:	5869083	COCOA WOODS	
Registration Number:	6723697	NEST NEW YORK	
Registration Number:	6735805	NEST NEW YORK	
Registration Number:	6953146	NEST NEW YORK	
Registration Number:	6941374	NEST NEW YORK	
Registration Number:	6953167	NEST NEW YORK	
Registration Number:	6941376	NEST NEW YORK	
Registration Number:	6957308	NEST NEW YORK	
CORRESPONDENCE DATA			

OP \$390.00 5273057

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Gabriela Zapata
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SIGNATURE:	/Gabriela Zapata/
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DATE SIGNED:	04/04/2023
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Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies):</p> <p>Nest Fragrances, LLC and NF Brands, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other limited liability company _____</p> <p>Citizenship (see guidelines) <u>New York</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Bank of America, N.A.</u></p> <p>Street Address: <u>One Bryant Park</u></p> <p>City: <u>New York</u></p> <p>State: <u>New York</u></p> <p>Country: <u>USA</u> Zip: <u>10036</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input checked="" type="checkbox"/> Association Citizenship <u>USA</u> <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
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3. Nature of conveyance/Execution Date(s) :


Execution Date(s) March 31, 2023

Assignment Merger
 Security Agreement Change of Name
 Other _____

<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) Text</p> <p>See attached.</p>	<p>B. Trademark Registration No.(s)</p> <p>See attached.</p> <p>Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Susan O'Brien</u></p> <p>Internal Address: <u>CT Lien Solutions</u></p> <p>Street Address: <u>187 Woolf Road, Suite 101</u></p> <p>City: <u>Albany</u></p> <p>State: <u>NY</u> Zip: <u>12205</u></p> <p>Phone Number: <u>800-342-3676</u></p> <p>Docket Number: _____</p> <p>Email Address: <u>cls-udsalbany@wolterskluwer.com</u></p>	<p>6. Total number of applications and registrations involved: 15</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
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9. Signature:  3/31/23

Signature Date

Name of Person Signing Total number of pages including cover sheet, attachments, and document: 9

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of March 31, 2023, is made by and among **NEST NEW YORK, INC.** ("Parent"), **NEST FRAGRANCES GROUP HOLDINGS, LLC** ("NF Holdings"), **NEST FRAGRANCES, LLC** ("Nest"), **NF BRANDS, LLC** ("NF Brands"), **NEST FRAGRANCES RETAIL USA, LLC** ("NF Retail"), and **NCP NEST INC.** ("NCP"; and together with Parent NF Holdings, Nest, NF Brands, NF Retail, and each other entity that is or becomes a co-grantor hereunder, each a "Grantor" and collectively, the "Grantors"), in favor of **BANK OF AMERICA, N.A.** ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among NF Holdings and Nest (as "Borrowers") and Lender, and the other Loan Documents to which Grantors are a party, including, without limitation, the (i) Guaranty Agreement ("Guaranty") and (ii) General Security Agreement, each dated the date hereof, by Parent, NF Brands, NF Retail and NCP (collectively, the "Guarantors").

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantors (or their affiliates) under such financing arrangements;

WHEREAS, as security for each Grantor's obligations arising under the Loan Agreement, the Guaranty, and the other Loan Documents, Grantors have granted to Lender a security interest in, among other property, the intellectual property of the Grantors; and

WHEREAS, Grantors have agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree with Lender as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **Grant of Security.** Each Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with such Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages,

restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Each Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, the Guaranty, and the General Security Agreement. With respect to the Grantors that are Borrowers, the provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein, and with respect to the Grantors that are Guarantors, the provisions of the Guaranty and General Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Upon and during the continuance of an Event of Default, each Grantor will, upon Lender's request, execute and deliver to Lender an original Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender upon and during the continuance of an Event of Default hereunder and under Loan Agreement and other Loan Documents.

6. Execution in Counterparts. This Trademark Security 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 Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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

8. Governing Law. This Trademark Security 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 Trademark Security 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).

9. Disputes. All claims, disputes and controversies between the Grantors and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:

Nest New York, Inc.

By: HPe
Name: Hemanshu Patel
Title: Vice President

Nest Fragrances Group Holdings, LLC

By: HPe
Name: Hemanshu Patel
Title: Vice President

Nest Fragrances, LLC

By: HPe
Name: Hemanshu Patel
Title: Vice President

NF Brands, LLC

By: HPe
Name: Hemanshu Patel
Title: Vice President

Nest Fragrances Retail USA, LLC

By: HPe
Name: Hemanshu Patel
Title: Vice President

NCP Nest Inc.

By: HPe
Name: Hemanshu Patel
Title: Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 008033 FRAME: 0573

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Lender

By: _____
Name: Julie Boyington
Title: VP

{Trademark Security Agreement}

EXHIBIT A
SPECIAL POWER OF ATTORNEY – TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that each of **NEST NEW YORK, INC.** (“Parent”), **NEST FRAGRANCES GROUP HOLDINGS, LLC** (“NF Holdings”), **NEST FRAGRANCES, LLC** (“Nest”), **NF BRANDS, LLC** (“NF Brands”), **NEST FRAGRANCES RETAIL USA, LLC** (“NF Retail”), and **NCP NEST INC.** (“NCP”; and together with Parent, NF Holdings, Nest, NF Brands, NF Retail, and each other entity that is or becomes a co-grantor hereunder, each a “Grantor” and collectively, the “Grantors”) hereby appoint **BANK OF AMERICA, N.A.** (“Lender”) and each officer thereof, upon and during the continuance of an Event of Default, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the Loan Agreement or other Loan Documents upon and during the continuance of an Event of Default (as such terms are defined in the Loan Agreement and other Loan Documents):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its reasonable discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of each Grantor in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated March 31, 2023, by and among Grantor and Lender (the “Trademark Security Agreement”)), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Trademark Security Agreement.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

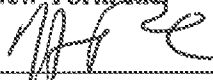
This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Obligations, as such term is defined in the Loan Agreement.

Dated as of March 31, 2023.

[Signature Page Follows]

GRANTORS:

Nest New York, Inc.

By: 

Name: Hemanshu Patel

Title: Vice President

Nest Fragrances Group Holdings, LLC

By: 

Name: Hemanshu Patel

Title: Vice President

Nest Fragrances, LLC

By: 

Name: Hemanshu Patel

Title: Vice President

NF Brands, LLC

By: 

Name: Hemanshu Patel

Title: Vice President


Nest Fragrances Retail USA, LLC

By: 

Name: Hemanshu Patel

Title: Vice President

NCP Nest Inc.

By: 

Name: Hemanshu Patel

Title: Vice President

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Owner	Status in Trademark Office	Federal Registration No. (or Application No., if Pending)	Registration Date
LIQUIDLESS DIFFUSER	Nest Fragrances LLC	Registered	5273057	Aug. 22, 2017
BLACK TULIP	NF Brands, LLC	Registered	5312401	Oct. 17, 2017
CASHMERE SUEDE	NF Brands, LLC	Registered	5219575	Jun. 06, 2017
NEST	NF Brands, LLC	Registered	4290005	Feb. 12, 2013
NEST	NF Brands, LLC	Registered	3769261	Mar. 30, 2010
N E S T FRAGRANCES	NF Brands, LLC	Registered	4280633	Jan. 22, 2013
NEST FRAGRANCES	NF Brands, LLC	Registered	4182702	Jul. 31, 2012
COCOA WOODS	NF Brands, LLC	Registered	5869083	Sep. 24, 2019
NEST NEW YORK	NF Brands, LLC	Registered	6723697	May 24, 2022
NEST NEW YORK	NF Brands, LLC	Registered	6735805	May 24, 2022
NEST NEW YORK	NF Brands, LLC	Registered	6953146	Jan. 17, 2023
NEST NEW YORK	NF Brands, LLC	Registered	6941374	Jan. 03, 2023
NEST NEW YORK	NF Brands, LLC	Registered	6953167	Jan. 17, 2023
NEST NEW YORK	NF Brands, LLC	Registered	6941376	Jan. 03, 2023
NEST NEW YORK	NF Brands, LLC	Registered	6957308	Jan. 17, 2023