

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evelyn & Bobbie, LLC		04/07/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Assembled Brands Capital Funding LLC		
Street Address:	15260 Ventura Blvd.		
Internal Address:	#1135		
City:	Sherman Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91403		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86132878	EVELYN BOBBIE	
Serial Number:	86776837	EVERYDAY BUSTIER	
Serial Number:	86818004		
Serial Number:	87439030		
Serial Number:	87457628	STAND TALL AND LEAD FROM THE HEART	
Serial Number:	87330456	TRUE COMPLEXION	
Serial Number:	87466366	TRUE COMPLEXION	
Serial Number:	87329356	EB CORE	
Serial Number:	87428901	EB MATCH	
Serial Number:	87439055	EVELYN & BOBBIE	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		

CH \$265.00 86132878

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 04/12/2023

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into as of April 7, 2023 (this “IP Security Agreement”) by and between **EVELYN & BOBBIE, LLC**, a Delaware limited liability company, with a place of business at 2505 SE 11th Ave, Suite 354, Portland, OR 97202 (“Grantor”) and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 15260 Ventura Blvd., Suite 1135, Sherman Oaks, CA 91403 (together with its successors and assigns, “Lender”).

RECITALS

WHEREAS, Lender has extended Loans to Grantor pursuant to the terms and conditions of that certain Credit Agreement dated as of the date hereof by and between Grantor and Lender (as amended, restated, amended and restated or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, under the terms of the Credit Agreement, Grantor has granted Lender a security interest in and lien on all of Grantor’s assets, including all of Grantor’s trademarks, tradenames, trade styles, copyrights, domain names, URLs, IP Addresses and other intellectual property but excluding all patents and patent applications, and Grantor agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Authority.

1. Grant of Security Interest. To secure all of the Obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants to Lender a security interest in and lien on all of Grantor’s right, title and interest in and to Grantor’s intellectual property assets, wherever located and whether now owned or hereafter acquired, including without limitation, all trademarks, copyrights, domain names, URLs and IP Addresses set forth in **Exhibit 1** attached hereto and incorporated herein by reference, all source codes associated with such intellectual property, all goodwill of the business of Grantor connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, but specifically excluding all patents and patent applications (collectively, the “IP Collateral”) *provided, however*, that IP Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall not be excluded from the IP Collateral. For the avoidance of doubt, Grantor acknowledges that the items listed in **Exhibit 1-1** to this IP Security Agreement are not United States intent-to-use trademark applications and Lender shall have a security interest in and lien on the items listed in **Exhibit 1-1** to this IP Security Agreement. For the avoidance of doubt, a security

TRADEMARK

REEL: 008040 FRAME: 0075 I8d035bc6b

interest in and lien on the IP Collateral has been granted by Grantor to Lender pursuant to the Credit Agreement.

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

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit Agreement shall control, except in connection with goodwill in which case this IP Security Agreement shall control. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies. In furtherance thereof, upon the occurrence of an Event of Default, Lender shall have all rights and remedies as set forth in the Credit Agreement with respect to the IP Collateral.

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

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

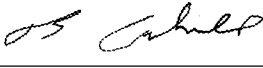
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed 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).

[Signature Page Follows]

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

GRANTOR:

EVELYN & BOBBIE, LLC,
a Delaware limited liability company

By: 

Name: Thomas Cahill
Title: COO & CFO

Agreed and accepted:

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC,
a Delaware limited liability company

By: 

Name: Michael Lipkin
Title: Chief Executive Officer

EXHIBIT 1

List of Trademarks, Copyrights, Domain Names, URLs and IP Addresses

See Exhibit 1-1 through Exhibit 1-3 attached hereto.

EXHIBIT 1-1
TRADEMARKS

Mark	Jurisdiction	Class(es)	Serial No. Reg. No.	Date Filed	Date Registered	Status
COMPLEXION PALETTE	China	24, 25	24418861 24418862	06/01/17	05/28/18	Registered
EB CORE	China	25	24317499	05/25/17	02/07/2020	Registered
EB CORE	United States	25	87/329,356 5,978,561	02/09/17	02/04/2020	Registered
EB MATCH	United States	25, 45	87/428,901 5,546,857	04/27/17	08/21/2018	Registered
EVELYN & BOBBIE	Canada	25, 26, 35	1,829,552	03/27/17	07/03/2019	Registered
EVELYN & BOBBIE	China	24, 25, 26, 35	22941580 22941581 22941582 23308046	02/27/17 02/27/17 02/27/17 03/28/17	02/28/18 02/28/18 02/28/18 03/21/18	Registered
EVELYN & BOBBIE	European Union	25, 26, 35	01651611	03/28/17	07/31/17	Registered
EVELYN & BOBBIE	United Kingdom	25, 26, 35	UK009016515611	03/28/17	07/31/17	Registered
EVELYN & BOBBIE	United States	25 (non- core)	87/439,055	05/05/17	03/24/2020	Registered
EVELYN BOBBIE	United States	25	86/132,878 5,418,465	12/02/13	03/06/18	Registered
EVERYDAY BUSTIER	China	25	24317500	05/25/17	06/07/2019	Registered
EVERYDAY BUSTIER	United States	25	86/776,837 5,492,572	10/02/15	06/12/18	Registered
(CIRCLES LOGO)	Canada	25, 26, 35	1,829,553	03/27/17	01/04/2021	Registered
(CIRCLES LOGO)	China	24, 25, 26	22910243 22910245 22910256	02/23/17	02/28/18	Registered
(CIRCLES LOGO)	European Union	25, 26, 35	016515652	03/28/17	09/07/17	Registered
(CIRCLES LOGO)	United Kingdom	25, 26, 35	UK009016515652	03/28/17	09/07/17	Registered
(CIRCLES LOGO)	United States	25 (core)	86/818,004 5,519,971	11/12/15	07/17/18	Registered

(CIRCLES LOGO)	United States	25 (non-core) 35	87/439,030	05/05/17	03/24/2020	Registered
STAND TALL AND LEAD FROM THE HEART	Australia	25	1888232	11/18/17	02/22/18	Registered
STAND TALL AND LEAD FROM THE HEART	Canada	25	1,868,605	11/17/17	07/10/2019	Registered
STAND TALL AND LEAD FROM THE HEART	European Union	25	017495532	11/19/17	03/15/18	Registered
STAND TALL AND LEAD FROM THE HEART	United Kingdom	25	UK009017495532	11/19/17	03/15/18	Registered
STAND TALL AND LEAD FROM THE HEART	United States	25	87/457,628 5,880,519	05/19/17	10/08/2019	Registered
TRUE COMPLEXION	China	24, 25	24418859 24418860	06/01/17	05/28/17	Registered
TRUE COMPLEXION	United States	25, 35	87/330,456 6295433 87/466,366 5,703,996	02/09/17 05/26/17	03/16/2021 03/19/2019	Registered
YOU-SIZED	China	25	24317496	05/25/17	09/07/18	Registered

EXHIBIT 1-2
COPYRIGHTS

None.

Exhibit 1 - 3

EXHIBIT 1-3

DOMAIN NAMES, URLS and IP ADDRESSES

DOMAINS	URL	IP Address
https://evelynbobbie.com		

alaskabra.com	dearboobs.org
braofthefuture.com	defybra.com
breemckeen.biz	eb-match.com
breemckeen.co	ebbustier.com
breemckeen.info	ebcore.biz
breemckeen.net	ebcore.co
breemckeen.org	ebcore.info
breemckeen.us	ebcore.net
breermckeen.biz	ebcore.org
breermckeen.co	ebcore.us
breermckeen.com	ebfitdata.com
breermckeen.info	ebinthewild.com
breermckeen.net	ebinthewild.org
breermckeen.org	ebknickers.biz
breermckeen.us	ebknickers.co
breerosemckeen.biz	ebknickers.com
breerosemckeen.co	ebknickers.info
breerosemckeen.com	ebknickers.net
breerosemckeen.info	ebknickers.org
breerosemckeen.net	ebknickers.us
breerosemckeen.org	ebknickersinthewild.biz
breerosemckeen.us	ebknickersinthewild.co
dearboob.com	ebknickersinthewild.com
dearboob.info	ebknickersinthewild.info
dearboob.love	ebknickersinthewild.net
dearboob.net	ebknickersinthewild.org
dearboob.org	ebknickersinthewild.us
dearboobies.biz	ebmatch.biz
dearboobies.com	ebmatch.co
dearboobies.info	ebmatch.info
dearboobies.love	ebmatch.net
dearboobies.net	ebmatch.org
dearboobies.org	ebmatch.us
dearboobs.biz	endyourbraquest.com
dearboobs.com	etherealintimates.com
dearboobs.info	etherealunderthing.com
dearboobs.love	etherealunderthings.com

dearboobs.net
dearboobs.online
evalynbobbie.com
evalynbobby.com
eveandbobbie.com
eveandbobby.com
evelenandbobbie.com
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evelinbobby.com
evelynandbobbi.com
evelynandbobbi.info
evelynandbobbi.net
evelynandbobbi.org
evelynandbobbie.com
evelynandbobbieinthewild.biz
evelynandbobbieinthewild.co
evelynandbobbieinthewild.com
evelynandbobbieinthewild.info
evelynandbobbieinthewild.net
evelynandbobbieinthewild.org
evelynandbobbieinthewild.us
evelynandbobbieknickers.biz
evelynandbobbieknickers.co
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evelynbobbie.com
evelynbobbie.info

evalynandbobbie.com
evalynandbobby.com
evelynbobbie.net
evelynbobbie.org
evelynbobbieinthewild.biz
evelynbobbieinthewild.co
evelynbobbieinthewild.com
evelynbobbieinthewild.info
evelynbobbieinthewild.net
evelynbobbieinthewild.org
evelynbobbieinthewild.us
evelynbobbieknickers.biz
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evelynbobbieknickers.com
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evelynbobby.com
evelynbobby.info
evelynbobby.net
evelynbobby.org
evelynboobie.com
everyday-bustier.com
everydaybustier.com
evleynbobbie.com
evleynbobby.com
evlynbobbie.com
evlynbobby.com
findmyebmatch.com
findmyebmatch.info
findmyebmatch.net
findmyebmatch.org
findyourmatch.biz
findyourmatch.co
findyourmatch.net
findyourmatch.org
fortheloveofallboobs.com
fortheloveofallboobs.info
fortheloveofallboobs.org
fortheloveofallboobs.us
fortheloveofboobs.biz

fortheloveofboobs.info
fortheloveofboobs.org
fortheloveofboobsproject.com
fortheloveofboobsproject.info
fortheloveofboobsproject.net
fortheloveofboobsproject.org
fortheloveofboobsproject.us
futurebra.biz
futurebra.co
futurebra.info
futurebra.net
futurebra.org
futurebra.us
futureofunderwear.com
happiestbra.biz
happiestbra.co
happiestbra.com
happiestbra.info
happiestbra.net
happiestbra.org
happiestbra.us
happybra.biz
happybra.info
happybra.net
happybra.org
happybra.us
liftedexpectations.com
liftyouexpectations.biz
liftyouexpectations.co
liftyouexpectations.info
liftyouexpectations.net
liftyouexpectations.org
liftyouexpectations.us
littledelights.org
luckydaybustier.com
my-eb.com
myeb.co
myebmatch.com
myebmatch.info

myebmatch.net
myebmatch.org
noshowlace.biz
noshowlace.co
noshowlace.com
noshowlace.info
noshowlace.net
noshowlace.org
noshowlace.us
nounderwire.org
secondskinbra.co
secondskinbras.com
standtallandleadfromtheheart.com
thebraofthefuture.biz
thebraofthefuture.co
thebraofthefuture.com
thebraofthefuture.info
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thebraofthefuture.org
thebraofthefuture.us
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thebravolution.org
thebravolution.us
thedefybra.com
theebbra.com
thefuturebra.biz
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thefutureofunderwear.com
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thehappybra.org
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true-complexion.com
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truecomplexion.co
truecomplexion.info
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truecomplexionknickers.biz
truecomplexionknickers.co
truecomplexionknickers.com
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truecomplexionknickers.us
wholesaleevelynandbobbie.com
wholesaleevelynbobbie.com
yogapantsforboobs.com

Title	IP Security Agreement - Evelyn & Bobbie - 04.07.2023
File name	Evelyn ^0 Bobbie ...ution Version.pdf
Document ID	84565b83327d759102ea1c005f535898d035bc6b
Audit trail date format	MM / DD / YYYY
Status	✳ Signed

Document History



SENT

04 / 05 / 2023
21:10:05 UTC

Sent for signature to Michael Lipkin (michael@assembledbrands.com) and Tom Cahill (tom@evelynandbobbie.com) from ethan@assembledbrands.com
IP: 104.34.201.78



VIEWED

04 / 11 / 2023
11:09:19 UTC

Viewed by Tom Cahill (tom@evelynandbobbie.com)
IP: 68.199.219.66



SIGNED

04 / 11 / 2023
11:09:33 UTC

Signed by Tom Cahill (tom@evelynandbobbie.com)
IP: 68.199.219.66



VIEWED

04 / 11 / 2023
15:41:28 UTC

Viewed by Michael Lipkin (michael@assembledbrands.com)
IP: 137.25.55.189



SIGNED

04 / 11 / 2023
15:44:54 UTC

Signed by Michael Lipkin (michael@assembledbrands.com)
IP: 137.25.55.189



COMPLETED

04 / 11 / 2023
15:44:54 UTC

The document has been completed.