

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816094

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Global Uprising, PBC		06/02/2023	Public Benefit Corporation: DELAWARE
Questival, LLC		06/02/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn, Floor L2, IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	6555318	
Registration Number:	6553258	COTOPAXI
Registration Number:	6599944	MADE WITH (RE)PURPOSE
Registration Number:	6599943	MADE WITH (RE)PURPOSE
Registration Number:	6436935	RE
Registration Number:	6436934	RE
Registration Number:	6056640	COTOPAXI
Registration Number:	4822989	COTOPAXI
Registration Number:	5002144	
Registration Number:	5219024	ADVENTURE FOR GOOD
Registration Number:	4744691	GEAR FOR GOOD
Registration Number:	4746465	QUESTIVAL
Serial Number:	97364023	DEL DÍA
Serial Number:	97363876	ALLPA
Serial Number:	97363342	FUEGO
Serial Number:	97339436	REELS OF ROCK
Serial Number:	97399421	DO GOOD.

OP \$465.00 6555318

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	97399472	MADE WITH (RE)PURPOSE
CORRESPONDENCE DATA		
Fax Number:	6175236850	
	<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:	617-523-2700	
Email:	susan.dinicola@hkllaw.com,daniel.wiseman@hkllaw.com	
Correspondent Name:	Holland & Knight LLP	
Address Line 1:	10 St. James Avenue	
Address Line 4:	Boston, MASSACHUSETTS 02116	
NAME OF SUBMITTER:	Susan C. DiNicola	
SIGNATURE:	/Susan C. DiNicola/	
DATE SIGNED:	06/08/2023	
Total Attachments: 6		
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, amended and restated, supplemented, replaced or otherwise modified from time to time, this "Agreement"), dated as of June 2, 2023, is entered into by and among GLOBAL UPRISING, PBC, a Delaware public benefit corporation ("Global Uprising"), QUESTIVAL, LLC, a Delaware ("Questival") and together with Global Uprising, each individually a "Grantor" and collectively, "Grantors") and JPMORGAN CHASE BANK, N.A., as Agent under the below-defined Security Agreement (in such capacity, together with its successors and assigns in such capacity, the "Agent");

WHEREAS, the Grantors have adopted, used and are using, and hold all right, title and interest in and to the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for with the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantors have entered into that certain Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Security Agreement), dated as of the date hereof, among Grantors, Agent and the other Persons party thereto; and

WHEREAS, pursuant to the Security Agreement, each Grantor has assigned to the Agent and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in, among other assets, all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Agent, and grants to the Agent for the benefit of the Agent and the other Secured Parties, a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Grantor authorizes and requests that the Agent cause this Agreement and the grant of a security interest by such Grantor to the Agent in the Trademark Collateral be filed with the United States Patent and Trademark Office.


Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of page intentionally left blank; signature pages follow.]

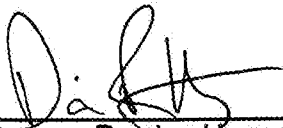
IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTORS:

GLOBAL UPRISING, PBC

By: 
Name: Damien Huang
Title: President

QUESTIVAL, LLC

By: 
Name: Damien Huang
Title: President

[SIGNATURE PAGE]


AGENT:


JPMORGAN CHASE BANK, N.A.

By: 
Name: Kirk Wolverton
Title: Authorized Officer

SCHEDULE A

[Attached]

<u>Owner's Name</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Registration Date</u>
Global Uprising, PBC	97364023		DEL DIA	April 14, 2022	
Global Uprising, PBC	97363876		ALLPA	April 14, 2022	
Global Uprising, PBC	97363342		FUEGO	April 14, 2022	
Global Uprising, PBC	97399436		GUARANTEED FOR GOOD	May 6, 2022	
Global Uprising, PBC	97399421		DO GOOD.	May 6, 2022	
Global Uprising, PBC	97399472		MADE WITH (RE) PURPOSE	May 6, 2022	
Global Uprising, PBC	90616416	6555318		March 31, 2021	November 9, 2021
Global Uprising, PBC	90452707	6553258	COTOPAXI	January 7, 2021	November 9, 2021
Global Uprising, PBC	88824616	6599944	MADE WITH (RE) PURPOSE	March 6, 2020	December 28, 2021
Global Uprising, PBC	88824605	6599943	MADE WITH (RE) PURPOSE	March 6, 2020	December 28, 2021

Global Uprising, PBC	88824537	6436935	RE	March 6, 2020	August 31, 2021
Global Uprising, PBC	88824473	6436934	RE	March 6, 2020	August 3, 2021
Global Uprising, PBC	88415190	6056640	COTOPAXI	May 3, 2019	May 19, 2020
Global Uprising, PBC	86195011	4822989	COTOPAXI	February 16, 2014	September 29, 2015
Global Uprising, PBC	86809444	5002144		November 4, 2015	July 19, 2016
Global Uprising, PBC	86623965	5219024	ADVENTURE FOR GOOD	May 8, 2015	June 6, 2017
Global Uprising, PBC	86195012	4744691	GEAR FOR GOOD	February 16, 2014	May 26, 2015
Questival, LLC	86278324	4746465	QUESTIVAL	May 12, 2014	June 2, 2015