

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818841

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tumble Living, LLC		06/16/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2029 Century Park E., Floor 41		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067-2901		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88696694	TUMBLE	
Serial Number:	97499610	RUGS THAT WILL LEAVE YOU FLOORED.	
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@hklaw.com,rachel.fink@hklaw.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:	06/21/2023		
Total Attachments: 5			
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OP \$65.00 88696694

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Confirmatory Grant”), is entered into as of June 16, 2023, by and between TUMBLE LIVING, LLC, a Delaware limited liability company (the “Grantor”), and JPMORGAN CHASE BANK, N.A. (together with its successors and assigns, the “Bank”), pursuant to that certain Credit Agreement dated as of June 16, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and between Grantor and the Bank.

RECITALS:

A The Grantor has entered into that certain Continuing Security Agreement dated as of June 16, 2023, in favor of Bank (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Bank a Lien (as defined in the Credit Agreement) on and security interest in all of the Grantor’s right, title, and interest in, to and under all now owned and hereafter acquired trademarks, and all products and proceeds thereof, to secure the payment and performance of the Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Bank a continuing Lien on and security interest in all of the Grantor’s right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or hereafter created, acquired or arising:

- (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, without limitation, each United States trademark and trademark application referred to in Schedule 1 attached hereto;
- (b) all licenses of the foregoing, whether as licensee or licensor;
- (c) all renewals of the foregoing;
- (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;
- (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- (f) all rights corresponding to any of the foregoing throughout the world.

The Lien and security interest contained in this Confirmatory Grant is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement.

This Confirmatory Grant shall be governed by, and construed in accordance with, the internal laws of the State of California.

This Confirmatory Grant may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Confirmatory Grant by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

[Signature pages follow.]

IN WITNESS WHEREOF, Grantor has caused this Confirmatory Grant to be duly executed by its duly authorized as of the date first written above.


TUMBLE LIVING, LLC, a Delaware limited liability company

By: ZAD
Name: Zach Darnett
Title: Co-Founder/Managing Member

[JPMORGAN/TUMBLE LIVING -- CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 008127 FRAME: 0856

Acknowledged and Accepted:
JPMORGAN CHASE BANK, N.A., as Bank

By: 
Name: Brittany Fegan
Title: Authorized Signatory

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Serial No.	Registration No.	Registration Date
TUMBLE	88-696,694	6,782,795	Jul. 05, 2022
RUGS THAT WILL LEAVE YOU FLOORED	97-499,610	N/A	N/A