

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM831659

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Colour Republic, LLC		08/11/2023	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	3455 Peachtree Road		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6647041	COLOUR REPUBLIC	
<b>Registration Number:</b>	6821583	COLOUR REPUBLIC A STORY BEHIND EVERY FLO	
<b>Registration Number:</b>	3763043	COLOUREPUBLIC	
<b>Registration Number:</b>	3699732	COLOUR REPUBLIC	
<b>Registration Number:</b>	5299623	DEW	
<b>Registration Number:</b>	6907498	A STORY BEHIND EVERY FLOWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	8007130755		
<b>Email:</b>	results-uccteam6@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125 #94499360TF		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Samantha Alfano		
<b>SIGNATURE:</b>	/Samantha Alfano/		
<b>DATE SIGNED:</b>	08/14/2023		

OP \$165.00 6647041

**Total Attachments: 6**

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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.

### 1. Name of conveying party(ies):

Colour Republic, LLC

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other LLC

Citizenship (see guidelines) Florida

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 11, 2023

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A.

Street Address: 3455 Peachtree Road

City: Atlanta

State: Georgia

Country: USA Zip: 30326

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See attached Schedule 1

B. Trademark Registration No.(s)

See attached Schedule 1

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule 1

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Samantha Alfano

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: (212) 905-3646

Docket Number: \_\_\_\_\_

Email Address: salfano@otterbourg.com

### 6. Total number of applications and registrations involved:

6

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Signature

August 14, 2023

Date

Samantha Alfano

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of August 11, 2023, is made by and between **COLOUR REPUBLIC, LLC**, a Florida limited liability company (together with any other grantor party that joins this Agreement from time to time, each a “Grantor” and collectively, the “Grantors”), in favor of **BANK OF AMERICA, N.A.** (“Lender”).

**WHEREAS**, Grantor and Lender have entered into that certain Loan and Security Agreement, dated of even date herewith (as amended, restated, amended and restated, supplemented or otherwise or modified from time to time, the “Loan Agreement”), which provides for, among other things, the Lender to make various loans and other financial accommodations to Grantor from time to time pursuant to the terms and conditions of the Loan Agreement;

**WHEREAS**, as security for each Grantor’s obligations arising under the Loan Agreement and the other Loan Documents, each Grantor has granted to Lender a security interest in the intellectual property of such Grantor; and

**WHEREAS**, each Grantor has agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office (“USPTO”).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees 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 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 Grantor’s business symbolized by the foregoing or connected therewith (the “Trademarks”);

(b) all rights of any kind whatsoever of 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 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 authorized government officer of the USPTO to record and register this Agreement upon request by the Lender.

4. Other Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the other Loan Documents. The provisions of the Loan 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 Agreement shall be deemed to limit such rights and remedies.

5. Reserved.

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

7. Successors and Assigns. This 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 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 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 Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Agreement, shall be governed by the dispute resolution provisions set forth in Section 12.13 of the Loan Agreement.

*[Signature Page Follows]*

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

GRANTOR:

COLOUR REPUBLIC, LLC


By: 

Name: Remigio Dayales

Title: President

**AGREED TO AND ACCEPTED:**

**BANK OF AMERICA, N.A.,**  
as Lender

By:   
Name: MIKE CHOW  
Title: SVP

[Trademark Security Agreement]

## SCHEDULE 1

### TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
COLOUR REPUBLIC	Colour Republic, LLC	Registered	6647041	February 15, 2022
COLOUR REPUBLIC A STORY BEHIND EVERY FLOWER	Colour Republic, LLC	Registered	6821583	August 16, 2022
COLOUREPUBLIC	Colour Republic, LLC	Registered	3763043	March 23, 2010
COLOUR REPUBLIC	Colour Republic, LLC	Registered	3699732	October 20, 2009
DEW	Colour Republic, LLC	Registered	5299623	October 3, 2017
A STORY BEHIND EVERY FLOWER	Colour Republic, LLC	Registered	6907498	November 22, 2022