

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dude Products Inc.		10/05/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn, Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6951112	DUDE BOMBS	
Registration Number:	6746552	MINT CHILL	
Registration Number:	6569478	TAKE IT TO THE HOLE	
Registration Number:	6672941	DUDE WIPER	
Registration Number:	6274844	DUDE LOCKS	
Registration Number:	5795805	DUDE	
Registration Number:	5060891	DUDE	
Registration Number:	5656040	DUDE PRODUCTS	
Registration Number:	4703555	DUDE WIPES	
Registration Number:	4286125	DUDE WIPES	
Serial Number:	88489483	DUDE DEODORANT	
Serial Number:	88482624	DUDE POWDER	
Serial Number:	88508247	DUDE BOMBS	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		

OP \$340.00 6951112

Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1075.345

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 10/05/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, this "Trademark Security Agreement"), dated as of October 5, 2023, is made by DUDE PRODUCTS, INC., a Delaware corporation ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A. ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 5, 2023, by and among Grantor (together with each other Person joined to the Credit Agreement as a borrower from time to time, each a "Borrower", and collectively, the "Borrowers"), the other Loan Parties party thereto from time to time, Lender and the other parties party thereto from time to time as lenders (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to Lender that certain Security Agreement dated as of October 5, 2023 by and among Grantor, the other Loan Parties party thereto from time to time and Lender (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority (subject to Permitted Encumbrances) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (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 those registered trademarks referred to on Schedule I 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; *provided*, the Trademark Collateral shall not include any application to register any intent-to-use Trademark or service mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such Trademark or service mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark or service mark; *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 be considered Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt (and in any case in the next Financial Officer's certificate required to be delivered pursuant to Section 5.01(c) of the Credit Agreement) notice in writing to Lender with respect to any such new trademarks. Without limiting Grantor's obligations under this Section 4, each Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of Lender in all the Trademark Collateral, whether or not listed on Schedule I.

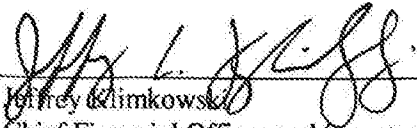
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[signature page follows]

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

DUDE PRODUCTS INC., a Delaware corporation

By: 
Name: Jeffrey Klimkowski
Title: Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Lender

By: Zachary Borta
Name: Zachary Borta
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	GRANTOR
DUDE BOMBS	90731445	Registered	6951112	01/10/23	Dude Products, Inc.
MINT CHILL	90838679	Registered	6746552	05/31/22	Dude Products, Inc.
TAKE IT TO THE HOLE	90666885	Registered	6569478	11/23/21	Dude Products, Inc.
DUDE DEODORANT	88489483	Pending -- Application filed 06/26/19	N/A	N/A	Dude Products, Inc.
DUDE POWDER	88482624	Pending -- Application filed 06/20/19	N/A	N/A	Dude Products, Inc.
DUDE WIPER	88933978	Registered	6672941	03/15/22	Dude Products, Inc.
DUDE BOMBS	88508247	Pending -- Application filed 07/10/19	N/A	N/A	Dude Products, Inc.
DUDE LOCKS	87227772	Registered	6274844	02/23/21	Dude Products, Inc.
DUDE	87980839	Registered	5795805	07/02/19	Dude Products, Inc.
DUDE	86789765	Registered	5060891	10/11/16	Dude Products, Inc.
DUDE PRODUCTS	86689883	Registered	5656040	01/15/19	Dude Products, Inc.
DUDE WIPES	86356331	Registered	4703555	03/17/15	Dude Products, Inc.
DUDE WIPES	85661674	Registered	4286125	02/05/13	Dude Products, Inc.