

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soft Surroundings International, LLC		11/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	1903P Loan Agent, LLC		
Street Address:	101 Huntington Avenue		
Internal Address:	Suite 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4598104	BRISE D'ÉTÉ NO. 7	
Registration Number:	5412457	L	
Registration Number:	3218926	MY TIME. MY PLACE. MY SELF.	
Registration Number:	5397962	SCENTUAL SUEDES	
Registration Number:	4589886	SHELLSEEKER	
Registration Number:	2462542	SOFT SURROUNDINGS	
Registration Number:	2789107	SOFT SURROUNDINGS	
Registration Number:	3401166	SOFT SURROUNDINGS	
Registration Number:	3754600	SOFT SURROUNDINGS	
Registration Number:	3023326	SOFT SURROUNDINGS	
Registration Number:	3969557	SOFT SURROUNDINGS	
Serial Number:	98056737	SOFTESSENTIAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6142803550		
Email:	lexus.wingo@wolterskluwer.com		

OP \$315.00 4598104

Correspondent Name: LEXUS WINGO
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Brendan E. Ahern

SIGNATURE: /Brendan E. Ahern/

DATE SIGNED: 11/06/2023

Total Attachments: 7

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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):

Soft Surroundings International, LLC

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

Citizenship (see guidelines) DE

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 11/3/2023

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: 1903P Loan Agent, LLC

Street Address: 101 Huntington Avenue, Suite 1100

City: Boston

State: MA

Country: USA Zip: 02199

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship DE

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 I

B. Trademark Registration No.(s)

See Attached Schedule I

Additional sheet(s) attached? Yes No

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

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

Name: Brendan E. Ahern

Internal Address: Otterbourg PC

Street Address: 230 Park Ave

City: New York

State: NY Zip: 10169

Phone Number: 12129053612

Docket Number: _____

Email Address: bahern@otterbourg.com

6. Total number of applications and registrations involved:

12

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: /s/ Brendan E. Ahern

11/3/2023

Signature

Date

Brendan E. Ahern

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 3rd day of November 2023, by and among Grantor listed on the signature pages hereof (the “Grantor”), and 1903P Loan Agent LLC, in its capacity as Agent (in such capacity, “Secured Party”) for 1903 Partners LLC as lender (“Lender”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of November 3, 2023, by and among Soft Surroundings International, LLC, a Delaware limited liability company (“SSI”, and together with any other entity that may hereafter become party to the Credit Agreement as a Borrower, individually, a “Borrower” and collectively, “Borrowers”), Soft Surroundings International Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”, and together with any entity that may from time to time become party to the Credit Agreement as a Guarantor, each a “Guarantor” and together with Borrowers, individually, a “Grantor” and collectively, “Grantors”), Secured Party and Lender (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), Lender has agreed to make loans to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the loans to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party and Lender the Security Agreement, dated as of November 3, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks

exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to Secured Party, whether or not they are unenforceable or not allowed or allowable due to the existence of a case under the U.S. Bankruptcy Code involving any Grantor.

4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement. Grantor shall give Secured Party not less than five (5) Business Days' prior written notice before filing any additional application for registration of any Trademark and prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting the obligations of any Grantor under this Section, each Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way invalidate, limit or otherwise adversely affect Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature delivered by electronic method of transmission (including a "pdf" by email). Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

SOFT SURROUNDINGS INTERNATIONAL, LLC

By: 
Name: Alex Angelchik
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

1903P LOAN AGENT LLC, as Agent

By: _____
Name:
Title:

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

GRANTOR:

SOFT SURROUNDINGS INTERNATIONAL, LLC

By: _____

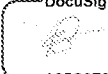
Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

1903P LOAN AGENT LLC, as Agent

DocuSigned by:

By: _____
Name: Kyle Shonak
Title: Senior Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner/Loan Party	Trademark	Jurisdiction	Application Number	Filing Date	Registration Number	Registration Date	Status
Soft Surroundings International, LLC	BRISE D'ÉTÉ NO. 7	US	85867221	March 5, 2013	4598104	Sept 2, 2014	Live
Soft Surroundings International, LLC	L	US	87551105	Aug 1, 2017	5412457	Feb 27, 2018	Live
Soft Surroundings International, LLC	MY TIME. MY PLACE. MY SELF.	US	78696285	Aug 19, 2005	3218926	March 13, 2007	Live
Soft Surroundings International, LLC	SCENTUAL SUEDES	US	87385812	March 26, 2017	5397962		Live
Soft Surroundings International, LLC	SHELLSEEKER	US	85951407	June 5, 2013	4589886	Aug 19, 2014	Live
Soft Surroundings International, LLC	SOFT SURROUNDINGS	CANADA	1603396	Nov 21, 2012	TMA878814	Jan 8, 2014	Live
Soft Surroundings International, LLC	SOFT SURROUNDINGS	US	75726760	June 11, 1999	2462542	June 19, 2001	Live
Soft Surroundings International, LLC	SOFT SURROUNDINGS	US	75914557	Feb 10, 2020	2789107	Dec 2, 2003	Live
Soft Surroundings International, LLC	SOFT SURROUNDINGS	US	77223334	July 6, 2007	3401166	March 25, 2008	Live
Soft Surroundings International, LLC	SOFT SURROUNDINGS	US	77788961	July 24, 2009	3754600	March 2, 2010	Live
Soft Surroundings International, LLC	SOFT SURROUNDINGS	US	78447982	July 8, 2004	3023326	Dec 6, 2005	Live
Soft Surroundings International, LLC	SOFT SURROUNDINGS	US	85115881	Aug 25, 2010	3969557	May 31, 2011	Live

Soft Surroundings International, LLC	SOFTESSENTIAL	US	98056737	June 23, 2023			Pending
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Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.