

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536791

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
3 Thrasio Three, Inc.		08/06/2019	Corporation: DELAWARE
5 Thrasio Five, Inc.		08/06/2019	Corporation: DELAWARE
6 Thrasio Six, Inc.		08/06/2019	Corporation: DELAWARE
7 Thrasio Seven, Inc.		08/06/2019	Corporation: DELAWARE
8 Thrasio Eight, Inc.		08/06/2019	Corporation: DELAWARE
9 Thrasio Nine, Inc.		08/06/2019	Corporation: DELAWARE
10 Thrasio Ten, Inc.		08/06/2019	Corporation: DELAWARE
11 Thrasio Eleven, Inc.		08/06/2019	Corporation: DELAWARE
12 Thrasio Twelve, Inc.		08/06/2019	Corporation: DELAWARE
Penthe Company		08/06/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Upper90 Capital Management, LLC
Street Address:	114 West 26th Street, 5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	5541901	KISS ME I'M ORGANIC
Registration Number:	4703291	KISS ME ORGANICS
Registration Number:	5649245	KISS ME ORGANICS
Registration Number:	5526389	EEZ-Y
Registration Number:	5547494	EEZ-Y
Registration Number:	5150581	BIKEROO
Registration Number:	5337995	DRIVE AUTO PRODUCTS
Registration Number:	5283682	BITLY
Registration Number:	5669564	DARK IRON FITNESS
Registration Number:	5674284	DARK IRON FITNESS

CH \$440.00 5541901

Property Type	Number	Word Mark
Registration Number:	5040693	ULTRABLOCK
Registration Number:	5026684	WILLOW & EVERETT
Registration Number:	3852886	YARDSTASH
Serial Number:	87219909	DRIVE
Serial Number:	88385790	VIVALIFE
Serial Number:	88477492	PRESENT-TEA
Serial Number:	88482042	THE KNOWLEDGEABLE GNOME

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4155911000
Email: achan@winston.com
Correspondent Name: Laura M. Franco, Esq.
Address Line 1: 101 California St.
Address Line 2: Winston & Strawn LLP
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	087445.00002
NAME OF SUBMITTER:	Laura M. Franco
SIGNATURE:	/Laura M. Franco/
DATE SIGNED:	08/15/2019

Total Attachments: 5

source=Thrasio - IP Security Agreement (Trademark) [Executed 8.6.19]#page1.tif
source=Thrasio - IP Security Agreement (Trademark) [Executed 8.6.19]#page2.tif
source=Thrasio - IP Security Agreement (Trademark) [Executed 8.6.19]#page3.tif
source=Thrasio - IP Security Agreement (Trademark) [Executed 8.6.19]#page4.tif
source=Thrasio - IP Security Agreement (Trademark) [Executed 8.6.19]#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **August 6, 2019** between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **UPPER90 CAPITAL MANAGEMENT, LLC**, as Administrative Agent for the Secured Parties (in such capacity, the “**Administrative Agent**”) (as defined in the Credit and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Credit and Security Agreement, dated as of **November 29, 2018** (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Credit and Security Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Credit and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Administrative Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. 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 of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, 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 law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Credit and Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Credit and Security Agreement, the provisions of the Credit and Security Agreement shall govern.

[remainder of page intentionally left blank]

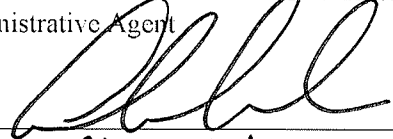
IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

3 THRASIO THREE, INC.,
5 THRASIO FIVE, INC.,
6 THRASIO SIX, INC.,
7 THRASIO SEVEN, INC.,
8 THRASIO EIGHT, INC.,
9 THRASIO NINE, INC.,
10 THRASIO TEN, INC.,
11 THRASIO ELEVEN, INC.,
12 THRASIO TWELVE, INC.,
PENTHE COMPANY,
each as a Grantor

By: 

Name: Joshua Silberstein
Title: Co-President

UPPER90 CAPITAL MANAGEMENT, LLC, as
Administrative Agent

By: 

Name: Alex Urdea

Title: Managing Member

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. Trademark Registrations:

Company	Mark	Registration No.
3 Thrasio Three, Inc.	KISS ME I'M ORGANIC	5541901
3 Thrasio Three, Inc.	KISS ME ORGANICS	4703291
3 Thrasio Three, Inc.	KISS ME ORGANICS	5649245
5 Thrasio Five, Inc.	EEZ-Y	5526389
5 Thrasio Five, Inc.	EEZ-Y and Design	5547494
6 Thrasio Six, Inc.	Registered Word Mark - "BIKEROO"	5150581
7 Thrasio Seven, Inc.	Registered Word Mark - "DRIVE AUTO PRODUCTS"	5337995
7 Thrasio Seven, Inc.	DRIVE AUTO PRODUCTS	5337995
8 Thrasio Eight, Inc.	Registered Word Mark - "BITLY"	5283682
9 Thrasio Nine, Inc.	Registered Word Mark - "DARK IRON FITNESS"	5669564
9 Thrasio Nine, Inc.	Registered Trade Mark - DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	5674284
10 Thrasio Ten, Inc.	Registered Word Mark - "ULTRABLOCK"	5040693
11 Thrasio Eleven, Inc.	WILLOW & EVERETT	5026684
12 Thrasio Twelve, Inc.	Registered Word Mark - "YardStash"	3852886

U.S. Trademark Applications:

Company	Mark	Serial No.
7 Thrasio Seven, Inc.	Registered Trade Mark - DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	87219909
11 Thrasio Eleven, Inc.	VIVALIFE	88385790
Penthe Company	PRESENT-TEA	88477492
Penthe Company	THE KNOWLEDGEABLE GNOME	88482042