

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jubilant LLC		03/03/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88280411	STELLAR SELTZER	
Serial Number:	88692029	THIS & THAT	
Serial Number:	88682169	THIS + THAT	
Serial Number:	87407001	CHILL SEEKERS ONLY	
Serial Number:	87440039	FRUITMOJIS	
Serial Number:	86580814	PRINCE & SPRING	
Serial Number:	86854183	PRINCE & SPRING SUPREME	
Serial Number:	86604248	CUSHY FOR YOUR TUSHY	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		

CH \$215.00 88280411

DATE SIGNED:	03/03/2020
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Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of March 3, 2020 by and between (i) **SILICON VALLEY BANK**, a California corporation (“Bank”) and (ii) **GIDDY INC.**, a Delaware corporation, and **JUBILANT LLC**, a Delaware limited liability company (each and together, jointly and severally, “Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantor dated as of June 24, 2015 (as amended, and as the same may be further amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. 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 (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. 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.

7. 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).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:

c/o Giddy Inc.
451 Broadway, 2nd Floor
New York, New York
Attn:

GRANTOR:

GIDDY INC.

By: 

Name: Chieh Huang

Title: CEO

JUBILANT LLC

By: 

Name: Chieh Huang

Title: CEO of Giddy Inc., the Sole member
and 100% Owner of Jubilant LLC

Address:

Silicon Valley Bank
387 Park Avenue South, 2nd Floor
New York, New York 10016
Attn: Matt Garrity

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:

c/o Giddy Inc.
451 Broadway, 2nd Floor
New York, New York
Attn:

GRANTOR:

GIDDY INC.

By: _____

Name: _____

Title: _____

JUBILANT LLC

By: _____

Name: _____

Title: _____

Address:

Silicon Valley Bank
387 Park Avenue South, 2nd Floor
New York, New York 10016
Attn: Matt Garrity

BANK:

SILICON VALLEY BANK

By: 

Name: MATT GARRITY

Title: SVP -

EXHIBIT A

GIDDY INC. COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Boxed E-Commerce Storefront Services, Version 1.0	Txu002138648	4/29/2019

EXHIBIT B

GIDDY INC. PATENTS

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Reducing the environmental effects of shipments of goods	15606825	5/26/2017

EXHIBIT C

GIDDY INC. TRADEMARKS

<u>Description</u>	<u>Serial Application Number</u>	<u>Application Date</u>
BOXED	88044113	7/19/2018
BOXED UP	87797486	2/14/2018
UP	87864681	4/5/2018
BOXED IQ	87374188	3/16/2017
B	87374221	3/16/2017
BOXED	87399409	4/5/2017
B	87484103	6/12/2017
BOXED	87475305	6/5/2017
PRINCE & SPRING	87319150	1/31/2017
DON'T RUN OUT	86783617	10/9/2015
BULK IS BEAUTIFUL	86923561	2/29/2016
BULK MADE BEAUTIFUL	86923525	2/29/2016
AN ENDLESS SUPPLY OF THE THINGS YOU LOVE	86783664	10/9/2015
THE PRODUCTS YOU LOVE IN BULK, FOR THE SMALLEST PRICES	86783647	10/9/2015
THE PRODUCTS YOU LOVE IN BULK, DELIVERED TO YOUR DOOR	86783633	10/9/2015
LOVE THAT BULK	86783606	10/9/2015
BOXED	86783677	10/9/2015

EXHIBIT C (CONT.)

JUBILANT LLC TRADEMARKS

<u>Description</u>	<u>Serial Application Number</u>	<u>Application Date</u>
STELLER SELTZER	88280411	1/29/2019
THIS & THAT	88692029	11/14/2019
THIS + THAT	88682169	11/6/2019
CHILL SEEKERS ONLY	87407001	4/11/2017
FRUITMOJIS	87440039	5/8/2017
PRINCE & SPRING	86580814	3/30/2015
PRINCE & SPRING SUPREME	86854183	12/18/2015
CUSHY FOR YOUR TUSHY	86604248	4/21/2015

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		