

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM603377

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FLP, LLC		10/16/2020	Limited Liability Company: ARIZONA

## RECEIVING PARTY DATA

<b>Name:</b>	GREENLINE CDF SUBFUND XXXVI LLC
<b>Street Address:</b>	1324 15th Street
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80202
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	GREENLINE CDF SUBFUND XXIII LLC
<b>Street Address:</b>	1324 15th Street
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80202
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4472862	EASY-PACK
Registration Number:	4211535	GREAT IDEAS
Registration Number:	4161435	PUDDLE WINKS
Registration Number:	4148092	COOK'S KITCHEN
Registration Number:	4144472	DESIGN DÉCOR
Registration Number:	4137265	CHEW EATZ
Registration Number:	4793372	CLEANING ESSENTIALS
Registration Number:	4771855	PERFECT PARTY SOLUTIONS
Registration Number:	4767613	GLOW ESSENTIALS
Registration Number:	4767610	SPA DIVA
Registration Number:	4731498	GLAM DAZZLE
Registration Number:	4731344	IDEAL STORAGE
Registration Number:	4727757	MIXD WITH A TWIST

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4727660	JUST TECH
Registration Number:	4399842	BUNNY ESSENTIALS
Registration Number:	4399828	HOLIDAY HELPERS
Registration Number:	4399826	AUTUMN FALL FESTIVAL
Registration Number:	4399820	GHOUL ESSENTIALS
Registration Number:	5024226	VET WORTHY
Registration Number:	4255092	HOMETOWN GOURMET

**CORRESPONDENCE DATA**

Fax Number: 3032231111

*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: 3032231100

Email: DNTrademarkDocket@bhfs.com

Correspondent Name: Andrea M. LaFrance

Address Line 1: 410 Seventeenth Street, Suite 2200

Address Line 4: Denver, COLORADO 80202

<b>NAME OF SUBMITTER:</b>	Andrea M. LaFrance
<b>SIGNATURE:</b>	/Andrea M. LaFrance/
<b>DATE SIGNED:</b>	10/16/2020

**Total Attachments: 6**

- source=05. FLP - Intellectual Property Security Agreement [EXECUTED]#page1.tif
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- source=05. FLP - Intellectual Property Security Agreement [EXECUTED]#page5.tif
- source=05. FLP - Intellectual Property Security Agreement [EXECUTED]#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 16, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**IP Security Agreement**”), is made by FLP, LLC, an Arizona limited liability company (the “**Grantor**”) in favor of GREENLINE CDF SUBFUND XXXVI LLC, a Delaware limited liability company and GREENLINE CDF SUBFUND XXIII LLC, a Delaware limited liability company (collectively and together with their successors and assigns, the “**Lender**”).

WHEREAS, pursuant to the Junior Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantor, as a borrower, and Lender, Lender has agreed to make extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, Grantor has granted to the Lender, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including all of Grantor’s copyrights, trademarks, and patents, as applicable, and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, Grantor hereby agrees with the Lender, as follows:

1. Grant of Security. Grantor hereby grants to the Lender, a security interest in all of Grantor’s right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Indebtedness:

(a) all Owned Intellectual Property consisting of Patents, as identified in Schedule 1 hereto, all inventions and improvements described and claimed therein and, all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon;

(b) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in (a) above, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above;

(c) all Owned Intellectual Property consisting of Trademarks, as identified in Schedule 2 (but excluding in all cases any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any)

as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest pledged) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above; and

(d) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Credit Agreement) and misappropriations of any of the property described in (c) above, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (c) above.

2. Recordation. Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. Section 8.12 of the Credit Agreement is incorporated mutatis mutandis.

5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Credit 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 Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement, as applicable, shall govern.

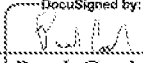
6. Notice. Section 8.3 of the Credit Agreement is incorporated mutatis mutandis.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**FLP, LLC,**  
an Arizona limited liability company

By:   
Name: Paul Croisdale  
Title: Chief Executive Officer, Secretary and  
Manager

**LENDER:**

**GREENLINE CDF SUBFUND XXXVI LLC,**  
a Delaware limited liability company

By: Greenline Community Development  
Fund, LLC, its Managing Member

By: Greenline Community Ventures LLC,  
its Managing Member

DocuSigned by:  
By Andrew T Walvoord  
Name: Andrew T. Walvoord  
Title: Vice President

**GREENLINE CDF SUBFUND XXIII LLC,**  
a Delaware limited liability company

By: Greenline Community Development  
Fund, LLC, its Managing Member

By: Greenline Community Ventures LLC,  
its Managing Member

DocuSigned by:  
By Andrew T Walvoord  
Name: Andrew T. Walvoord  
Title: Vice President

**SCHEDULE 1**

**PATENTS**

**U.S. Patents**

None.

**SCHEDULE 2**

**Trademarks**

**U.S. Trademarks**

<b><u>Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
EASY PACK	4472862	28-Jan-14
GREAT IDEAS	4,211,535	18-Sep-12
PUDDLE WINKS	4,161,435	19-Jun-12
COOK'S KITCHEN	4,148,092	22-May-12
DESIGN DÉCOR	4,144,472	15-May-12
CHEW EATZ	4,137,265	1-May-12
CLEANING ESSENTIALS	4793372	18-Aug-15
PERFECT PARTY SOLUTIONS	4771855	14-Jul-15
GLOW ESSENTIALS	4767613	7-Jul-15
SPA DIVA	4767610	7-Jul-15
GLAM DAZZLE	4731498	5-May-15
IDEAL STORAGE	4731344	5-May-15
MIXD WITH A TWIST	4727757	28-Apr-15
JUST TECH	4727660	28-Apr-15
BUNNY ESSENTIALS	4399842	10-Sep-13
HOLIDAY HELPERS	4399828	10-Sep-13
AUTUMN FALL FESTIVAL	4399826	10-Sep-13
GHOUL ESSENTIALS	4399820	10-Sep-13
VET WORTHY	5024226	16-Aug-16
HOMETOWN GOURMET	4255092	4-Dec-12