

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603459

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Whele Acquisition CO 1, LLC		10/15/2020	Limited Liability Company: DELAWARE
Whele Acquisition Co 2, LLC		10/15/2020	Limited Liability Company: DELAWARE
Whele Acquisition Co 3, LLC		10/15/2020	Limited Liability Company: DELAWARE
Whele Acquisition Co 4, LLC		10/15/2020	Limited Liability Company: DELAWARE
Whele Acquisition Co 5, LLC		10/15/2020	Limited Liability Company: DELAWARE
Perch Acquisition Co 1, LLC		10/15/2020	Limited Liability Company: DELAWARE
Perch Acquisition Co 2, LLC		10/15/2020	Limited Liability Company: DELAWARE
Perch Acquisition Co 3, LLC		10/15/2020	Limited Liability Company: DELAWARE
Perch Acquisition Co 4, LLC		10/15/2020	Limited Liability Company: DELAWARE
Perch Acquisition Co 6, LLC		10/15/2020	Limited Liability Company: DELAWARE
Perch Acquisition Co 7, LLC		10/15/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Victory Park Management, LLC, as Collateral Agent
Street Address:	150 N. Riverside Plaza, Suite 5200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	5811597	AULETT HOME
Registration Number:	4934243	AZMED

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5587719	BAMGO
Registration Number:	5593573	BEACHR
Registration Number:	5982390	BEACHR
Registration Number:	5431045	BODYMATE
Registration Number:	5232555	BNEXT
Registration Number:	5496285	DYLONIC
Registration Number:	5674315	FLATHEAD PRODUCTS
Registration Number:	5540060	HEALTH PRIORITY NATURAL PRODUCTS
Registration Number:	5860907	HUNNIBI
Registration Number:	5756034	LAEVO
Registration Number:	5347884	SATINA
Registration Number:	5108613	TRESALTO
Serial Number:	90022511	MATTERNA

CORRESPONDENCE DATA

Fax Number: 3125774565
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: 312-577-8265
Email: kristin.brozovic@katten.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	341307-209
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	10/16/2020

Total Attachments: 8
source=VPC Perch Trademark Security Agreement (10-15-20) -- Executed#page1.tif
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of October 15, 2020, by each of Whele Acquisition Co 1, LLC, a Delaware limited liability company, Whele Acquisition Co 2, LLC, a Delaware limited liability company, Whele Acquisition Co 3, LLC, a Delaware limited liability company, Whele Acquisition Co 4, LLC, a Delaware limited liability company, Whele Acquisition Co 5, LLC, a Delaware limited liability company, Perch Acquisition Co 1, LLC, a Delaware limited liability company, Perch Acquisition Co 2, LLC, a Delaware limited liability company, Perch Acquisition Co 3, LLC, a Delaware limited liability company, Perch Acquisition Co 4, LLC, a Delaware limited liability company, Perch Acquisition Co 7, LLC (each individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of VICTORY PARK MANAGEMENT, LLC, as collateral agent (the “**Collateral Agent**”) for the secured parties referred to below. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, as defined below.

WHEREAS:

A. Reference is made to that certain (i) Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), entered into by and among the Grantor, Whele LLC, a Delaware limited liability company, the other Guarantors party thereto, Collateral Agent and the other parties party thereto which secures certain now existing and future arising obligations owing to the Secured Parties (as defined in the Security Agreement) under the Transaction Documents as provided in the Security Agreement;

B. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Agreement;

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. all of its United States and foreign trademark and trademark application, including, without limitation, all of its United States federally registered trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. all of its trademark licenses, including, without limitation, all of its trademark licenses listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any of its trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any of its trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”).

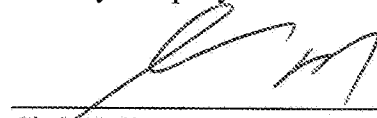
This security interest is granted in conjunction with the security interests granted to the Collateral Agent, for itself and on behalf of the other Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be a contract made under, and governed and enforced in every respect by, the internal laws of the State of New York, without giving effect to its conflicts of law principles other than §5-1401 and 5-1402 of the New York General Obligations Law. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within the City of New York, New York, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

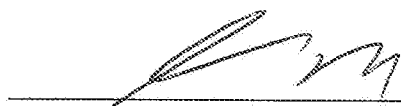
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The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

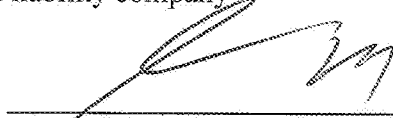
WHELE ACQUISITION CO 1, LLC, a Delaware limited liability company

By: 
Name: Chris Bell
Title: Chief Executive Officer

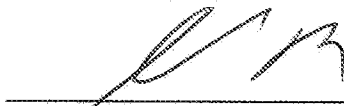
WHELE ACQUISITION CO 2, LLC, a Delaware limited liability company

By: 
Name: Chris Bell
Title: Chief Executive Officer


WHELE ACQUISITION CO 3, LLC, a Delaware limited liability company

By: 
Name: Chris Bell
Title: Chief Executive Officer

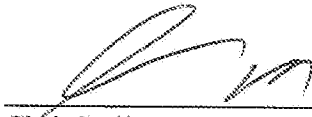
WHELE ACQUISITION CO 4, LLC, a Delaware limited liability company

By: 
Name: Chris Bell
Title: Chief Executive Officer

WHELE ACQUISITION CO 5, LLC, a Delaware limited liability company

By: 
Name: Chris Bell
Title: Chief Executive Officer


PERCH ACQUISITION CO 1, LLC, a Delaware
limited liability company

By: 
Name: Chris Bell
Title: Chief Executive Officer


PERCH ACQUISITION CO 2, LLC, a Delaware
limited liability company

By: 
Name: Chris Bell
Title: Chief Executive Officer

PERCH ACQUISITION CO 3, LLC, a Delaware
limited liability company

By: 
Name: Chris Bell
Title: Chief Executive Officer


PERCH ACQUISITION CO 4, LLC, a Delaware
limited liability company

By: 
Name: Chris Bell
Title: Chief Executive Officer

PERCH ACQUISITION CO 6, LLC, a Delaware
limited liability company

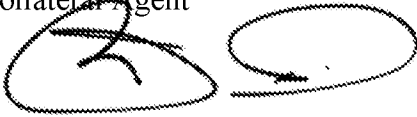
By: 
Name: Chris Bell
Title: Chief Executive Officer

PERCH ACQUISITION CO 7, LLC, a Delaware
limited liability company

By: 
Name: Chris Bell
Title: Chief Executive Officer

Acknowledged:

VICTORY PARK MANAGEMENT, LLC,
as Collateral Agent

A handwritten signature in black ink, consisting of a stylized 'S' followed by 'R. Zernick', written over a horizontal line.

By:



Name: Scott R. Zernick


Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Collateral

Trademark Registrations and Applications:

Name of Owner	Trademark	Reg. #	Reg. Date	App. #	App. Date	Status
Whele Acquisition Co 2, LLC	AULETT HOME	5811597	7/23/19	88208177	11/28/18	Registered
Whele Acquisition Co. No 4, LLC	AZMED	4934243	4/5/16	86712072	8/1/15	Registered
PERCH ACQUISITION CO 2 LLC	BAMGO	5587719	10/16/18	87598951	9/7/17	Registered
Whele Acquisition Co 5 LLC	BEACHR	5593573	10/30/18	87651018	10/18/17	Registered
Whele Acquisition Co 5 LLC	BEACHR	5982390	2/11/20	88530228	7/23/19	Registered
WHELE ACQUISITION CO 4, LLC		5431045	3/27/18	87300909	1/13/17	Registered
PERCH ACQUISITION CO 2 LLC	BNEXT	5232555	6/27/17	87248333	11/27/16	Registered
PERCH ACQUISITION CO 3, LLC	DYLONIC	5496285	6/19/18	87/646011	10/15/17	Registered
Whele Acquisition Co 3 LLC		5974378	2/4/20	79230381	1/18/18	Registered
Whele Acquisition Co 1 LLC	FLATHEAD PRODUCTS	5674315	2/12/19	87956611	6/11/18	Registered
PERCH ACQUISITION CO 4, LLC	HEALTH PRIORITY NATURAL PRODUCTS	5540060	8/14/18	87/744935	1/5/18	Registered
PERCH ACQUISITION CO 1, LLC	HUNNIBI	5860907	9/17/19	88256571	1/10/19	Registered

PERCH ACQUISITION CO 2 LLC	LAEVO	5756034	5/21/19	88/128291	9/23/16	Registered
WHELE ACQUISITION CO 4, LLC	MATTERNA	N/A	N/A	90022511	6/26/20	Pending
Perch Acquisition Co 7 LLC	SATINA	5347884	11/28/17	87/365366	3/9/17	Registered
Whele Acquisition Co 3 LLC	 ToBe ReadyForLife	5603902	11/13/18	79/229785	1/18/18	Registered
Perch Acquisition Co 6 LLC	TRESALTO	5108613	12/27/2016	87028632	05/07/2016	Registered