

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618068

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Incrementum Digital LLC		12/30/2020	Limited Liability Company: DELAWARE
Onesie Fashion NewCo LLC		12/30/2020	Limited Liability Company: DELAWARE
Morcer LLC		12/30/2020	Limited Liability Company: DELAWARE
Torquay eTrading LLC		12/30/2020	Limited Liability Company: DELAWARE
Wishful Seasoning USA LLC		12/30/2020	Limited Liability Company: DELAWARE
Recom Brands LLC		12/30/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Upper90 Capital Management, LP		
<b>Street Address:</b>	114 West 26th Street		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5451323	JCL PRODUCTS	
<b>Registration Number:</b>	5502667	WILL'S	
<b>Registration Number:</b>	6007643	FEMINIQUE	
<b>Serial Number:</b>	88930531	KIMBLE HEALTH	
<b>Serial Number:</b>	90304719	WISHFUL SEASONING	
<b>Serial Number:</b>	88757545	SUN NINJA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

CH \$165.00 5451323

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 4155911000  
**Email:** TrademarksCH@winston.com  
**Correspondent Name:** Laura M. Franco, Winston & Strawn LLP  
**Address Line 1:** 101 California Street  
**Address Line 4:** San Francisco, CALIFORNIA 94111-5840

<b>NAME OF SUBMITTER:</b>	Laura M. Franco
<b>SIGNATURE:</b>	/Laura M. Franco/
<b>DATE SIGNED:</b>	01/04/2021

**Total Attachments: 5**

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source=Recom - Trademark Security Agreement Executed#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Security Instrument") is made as of December 30, 2020, between Incrementum Digital LLC, a Delaware limited liability company, Onesie Fashion NewCo LLC a Delaware limited liability company, Morcer LLC, a Delaware limited liability company, Torquay eTrading LLC, a Delaware limited liability company, Wishful Seasoning USA LLC, a Delaware limited liability company, and Recom Brands LLC, a Delaware limited liability company (each a "Grantor", and collectively, the "Grantors") in favor of UPPER90 CAPITAL MANAGEMENT, LP, as Administrative Agent for itself and the Lenders (as defined below) (in such capacity, the "Administrative Agent") (as defined in the Credit, Guarantee and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Credit, Guarantee and Security Agreement, dated as of the date first written above (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit, Guarantee and Security Agreement"), by and among Recom Trading, Inc. ("Holdings"), Recom Brands LLC, the other Guarantors from time to time party thereto, the financial institutions from time to time party thereto as lenders (the "Lenders") and the Administrative Agent; and

WHEREAS, under the terms of the Credit, Guarantee and Security Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Collateral (as defined in the Credit, Guarantee and Security Agreement), including, without limitation, the Trademarks of such Grantor and (ii) agreed to execute this Security Instrument 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 (i) all present and hereafter acquired United States, and foreign trademarks, trademark registrations, recordings, applications, tradenames, trade styles, corporate names, business names, service marks, logos and any other designs or sources of business identities, prints and labels (on which any of the foregoing may appear), all reissues and renewals thereof, and all registrations and applications for any of the foregoing including, but not limited to 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 Security Instrument.

**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 Security Instrument by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Security Instrument.


**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 Security Instrument 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, Guarantee 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, Guarantee and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Security Instrument are in conflict with the Credit, Guarantee and Security Agreement, the provisions of the Credit, Guarantee and Security Agreement shall govern.

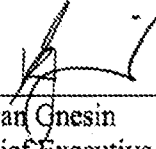
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**IN WITNESS WHEREOF**, each Grantor and the Administrative Agent have caused this Security Instrument to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

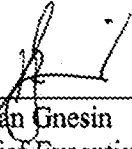
**INCREMENTUM DIGITAL LLC,**  
as a Grantor

By:   
Name: Ryan Gnesin  
Title: Chief Executive Officer

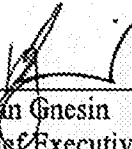
**ONESIE FASHION NEWCO LLC,**  
as a Grantor

By:   
Name: Ryan Gnesin  
Title: Chief Executive Officer

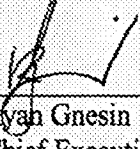
**MOCER LLC,**  
as a Grantor

By:   
Name: Ryan Gnesin  
Title: Chief Executive Officer

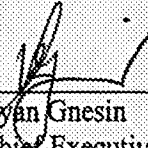
**TORQUAY ETRADING LLC,**  
as a Grantor

By:   
Name: Ryan Gnesin  
Title: Chief Executive Officer

**WISHFUL SEASONING USA LLC,**  
as a Grantor

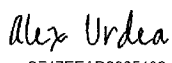
By:   
Name: Ryan Gnesin  
Title: Chief Executive Officer

**RECOM BRANDS LLC,**  
as a Grantor

By:   
Name: Ryan Gnesin  
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED TO BY:

**UPPER90 CAPITAL MANAGEMENT, LP,**  
as Administrative Agent

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Alex Urdea  
Title: Chief Investment Officer

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Owned Trademark/Trade Names:

<u>Grantor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Incrementum Digital LLC	JCL Products	5451323	4/24/2018
Onesie Fashion NewCo LLC	Will's	5502667	6/26/2018
Mocer LLC	Feminique	6007643	3/10/2020

2. U.S. Trademark Applications:

<u>Grantor</u>	<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
Torquay eTrading LLC	Kimble Health	88930531	5/22/2020
Wishful Seasoning USA LLC	Wishful Seasoning	90304719	11/6/2020
Recom Brands LLC	Sun Ninja	88757545	10/15/2020