

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM622853

|                                    |  |                            |                                     |
|------------------------------------|--|----------------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>            | NEW ASSIGNMENT                           |                            |                                     |
| <b>NATURE OF CONVEYANCE:</b>       | Intellectual Property Security Agreement |                            |                                     |
| <b>CONVEYING PARTY DATA</b>        |  |                            |                                     |
| <b>Name</b>                        | <b>Formerly</b>                          | <b>Execution Date</b>      | <b>Entity Type</b>                  |
| BOW & DRAPE HOLDINGS, LLC          |  | 01/25/2021                 | Limited Liability Company: DELAWARE |
| GRAVITY BRAND HOLDINGS LLC         |  | 01/25/2021                 | Limited Liability Company: DELAWARE |
| HOMESICK BVG LLC                   |  | 01/25/2021                 | Limited Liability Company: NEW YORK |
| QALO HOLDINGS, LLC                 |  | 01/25/2021                 | Limited Liability Company: DELAWARE |
| <b>RECEIVING PARTY DATA</b>        |  |                            |                                     |
| <b>Name:</b>                       | Assembled Brands Capital Funding LLC     |                            |                                     |
| <b>Street Address:</b>             | 9 E. 19th Street                         |                            |                                     |
| <b>Internal Address:</b>           | Third Floor                              |                            |                                     |
| <b>City:</b>                       | New York                                 |                            |                                     |
| <b>State/Country:</b>              | NEW YORK                                 |                            |                                     |
| <b>Postal Code:</b>                | 10003                                    |                            |                                     |
| <b>Entity Type:</b>                | Limited Liability Company: DELAWARE      |                            |                                     |
| <b>PROPERTY NUMBERS Total: 110</b> |  |                            |                                     |
| <b>Property Type</b>               | <b>Number</b>                            | <b>Word Mark</b>           |                                     |
| <b>Serial Number:</b>              | 88734781                                 | DIAMONDS DON'T BELONG HERE |                                     |
| <b>Serial Number:</b>              | 88952933                                 | NEVER SETTLE               |                                     |
| <b>Serial Number:</b>              | 88749362                                 | RIGGER                     |                                     |
| <b>Serial Number:</b>              | 88859169                                 | ALWAYS COMMITTED           |                                     |
| <b>Serial Number:</b>              | 88575429                                 | ALWAYS COMMITTED           |                                     |
| <b>Registration Number:</b>        | 5918017                                  | QALO                       |                                     |
| <b>Registration Number:</b>        | 6091227                                  | QALO                       |                                     |
| <b>Registration Number:</b>        | 5114700                                  | COMMITMENT IS CONTAGIOUS   |                                     |
| <b>Registration Number:</b>        | 5425359                                  |                            |                                     |
| <b>Registration Number:</b>        | 5425352                                  | QALO                       |                                     |
| <b>Registration Number:</b>        | 5278208                                  | QALO                       |                                     |
| <b>Registration Number:</b>        | 5160509                                  | COMMITMENT IS COURAGEOUS   |                                     |
| <b>Registration Number:</b>        | 4877512                                  | QALO                       |                                     |
| <b>TRADEMARK</b>                   |  |                            |                                     |

| Property Type        | Number   | Word Mark                                |
|----------------------|----------|--|
| Registration Number: | 5056313  | QALO Q2X                                 |
| Registration Number: | 4816480  |  |
| Registration Number: | 4816479  |  |
| Registration Number: | 4865551  | QALO QUALITY · ATHLETICS · LOVE · OUTDOO |
| Registration Number: | 4410501  | QALO                                     |
| Registration Number: | 4410500  | QALO                                     |
| Registration Number: | 6232336  | TEXAS                                    |
| Registration Number: | 6232338  | NEW JERSEY                               |
| Serial Number:       | 88939650 | COLORADO                                 |
| Serial Number:       | 88939667 | PUMPKIN PATCH                            |
| Registration Number: | 6232339  | UNITED KINGDOM                           |
| Serial Number:       | 88943785 | FLORIDA                                  |
| Registration Number: | 6232694  | HAWAII                                   |
| Registration Number: | 6232707  | SEATTLE                                  |
| Registration Number: | 6227890  | NEW HOME                                 |
| Registration Number: | 6232709  | PENNSYLVANIA                             |
| Registration Number: | 6233199  | NEW JOB                                  |
| Registration Number: | 6233202  | MASSACHUSETTS                            |
| Registration Number: | 6233205  | ARIZONA                                  |
| Registration Number: | 6233207  | NEW ORLEANS                              |
| Serial Number:       | 88948305 | PITTSBURGH                               |
| Registration Number: | 6233745  | WASHINGTON                               |
| Registration Number: | 6233746  | LONG ISLAND                              |
| Registration Number: | 6233747  | WISCONSIN                                |
| Registration Number: | 6233748  | INDIANA                                  |
| Registration Number: | 6238585  | GEORGIA                                  |
| Registration Number: | 6239150  | ROAD TRIP                                |
| Registration Number: | 6239151  | IOWA                                     |
| Registration Number: | 6239152  | FRIDAY NIGHT FOOTBALL                    |
| Registration Number: | 6239154  | SUMMER CAMP                              |
| Registration Number: | 6239156  | LOUISIANA                                |
| Serial Number:       | 90002043 | BOOK CLUB                                |
| Serial Number:       | 90002096 | BOOKSTORE                                |
| Registration Number: | 6239534  | ATLANTA                                  |
| Registration Number: | 6239535  | MAINE                                    |
| Serial Number:       | 90006522 | WINTER MANTEL                            |
| Serial Number:       | 90006549 | THE NUTCRACKER                           |
| Serial Number:       | 90006563 | LATKES AND LIGHTS                        |

| Property Type        | Number   | Word Mark       |
|----------------------|----------|-----------------|
| Serial Number:       | 90020004 | SKI TRIP        |
| Serial Number:       | 90020018 | PUMPKIN PICKING |
| Registration Number: | 6245392  | DENVER          |
| Registration Number: | 6245394  | NEBRASKA        |
| Registration Number: | 6245395  | VERMONT         |
| Serial Number:       | 90029186 | PUERTO RICO     |
| Registration Number: | 6245430  | DALLAS          |
| Serial Number:       | 90029218 | MONTANA         |
| Serial Number:       | 90029239 | ALABAMA         |
| Serial Number:       | 90029255 | RHODE ISLAND    |
| Serial Number:       | 90043273 | LAS VEGAS       |
| Serial Number:       | 90045713 | ARKANSAS        |
| Serial Number:       | 90045718 | OKLAHOMA        |
| Serial Number:       | 90045728 | WYOMING         |
| Serial Number:       | 90045740 | UTAH            |
| Serial Number:       | 90049947 | AMERICAN SUMMER |
| Serial Number:       | 90049964 | MISSOURI        |
| Serial Number:       | 90049983 | IDAHO           |
| Serial Number:       | 90050039 | APPLE ORCHARD   |
| Serial Number:       | 90050062 | ALASKA          |
| Serial Number:       | 90061844 | NORTH DAKOTA    |
| Serial Number:       | 90061871 | DELAWARE        |
| Serial Number:       | 90061915 | NEVADA          |
| Serial Number:       | 90061865 | NEW HAMPSHIRE   |
| Serial Number:       | 90061936 | SOUTH DAKOTA    |
| Serial Number:       | 90075775 | HOUSTON         |
| Serial Number:       | 90075758 | PHILADELPHIA    |
| Serial Number:       | 90067310 | LEO             |
| Serial Number:       | 90067321 | VIRGO           |
| Serial Number:       | 90067358 | LIBRA           |
| Serial Number:       | 90129250 | AQUARIUS        |
| Serial Number:       | 90129237 | PISCES          |
| Serial Number:       | 90129218 | CAPRICORN       |
| Serial Number:       | 90067298 | ARIES           |
| Serial Number:       | 90127353 | TAURUS          |
| Serial Number:       | 90127362 | GEMINI          |
| Serial Number:       | 90127375 | SCORPIO         |
| Serial Number:       | 90127386 | SAGITTARIUS     |

| Property Type        | Number   | Word Mark            |
|----------------------|----------|----------------------|
| Serial Number:       | 90136244 | LOVE LETTERS         |
| Serial Number:       | 90136266 | DATE NIGHT           |
| Registration Number: | 5985797  | BIRTHDAY PARTY       |
| Registration Number: | 6156308  | MICHIGAN             |
| Registration Number: | 5948870  | SOUTHERN CALIFORNIA  |
| Registration Number: | 5948864  | JEWISH CHRISTMAS     |
| Registration Number: | 5948747  | OHIO                 |
| Registration Number: | 5841281  | FIRST KISS           |
| Registration Number: | 5530289  | HOMESICK             |
| Serial Number:       | 90293905 | HOLIDAY STROLL       |
| Serial Number:       | 90293888 | HOME OFFICE          |
| Serial Number:       | 90460571 | GOLD COAST           |
| Serial Number:       | 90460600 | SANTORINI            |
| Serial Number:       | 90460775 | IBIZA                |
| Serial Number:       | 90460585 | MALLORCA             |
| Serial Number:       | 90083524 | WINC BY GRAVITY      |
| Serial Number:       | 90083516 | WINC BY GRAVITY      |
| Serial Number:       | 90083514 | ICE BY GRAVITY       |
| Serial Number:       | 88779844 | GRAVITY PRODUCTS LLC |
| Registration Number: | 5554556  | GRAVITY              |
| Registration Number: | 5554437  | GRAVITY              |

**CORRESPONDENCE DATA**

**Fax Number:** 2028874288

*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:** 2028874000

**Email:** dlee@akingump.com

**Correspondent Name:** David C. Lee

**Address Line 1:** 2001 K Street, N.W.

**Address Line 2:** Robert S. Strauss Tower

**Address Line 4:** Washington, D.C. 20006

**ATTORNEY DOCKET NUMBER:** 687740.0004

**NAME OF SUBMITTER:** David C. Lee

**SIGNATURE:** /David C. Lee/

**DATE SIGNED:** 01/28/2021

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated January 25, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Assembled Brands Capital Funding LLC, a Delaware limited liability company (“Assembled Brands”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Win Brands Group LLC, a Delaware limited liability company, as the borrower (“Borrower”), Brand Value Growth LLC, a Delaware limited liability company (“Holdings”), Assembled Brands, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Term Loan Credit Agreement dated as of January 25, 2021 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

**SECTION 1. Grant of Security.** Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property (the “Collateral”).

**SECTION 2. Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

**SECTION 3. Recordation.** This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


BOW & DRAPE HOLDINGS, LLC,  
as Initial Grantor

By:   
Name: Kyle Widrick  
Title: Manager


GRAVITY BRAND HOLDINGS LLC,  
as Initial Grantor

By:   
Name: Kyle Widrick  
Title: Manager

HOMESICK BVG LLC,  
as Initial Grantor

By:   
Name: Kyle Widrick  
Title: Manager

w  
QALO HOLDINGS, LLC,  
as Initial Grantor

By:   
Name: Kyle Widrick  
Title: Manager



ASSEMBLED BRANDS CAPITAL FUNDING  
LLC,  
as Collateral Agent

By: Michael Lipkin  
Name: Michael Lipkin  
Title: President

**TRADEMARKS APPLIED FOR OR REGISTERED WITH THE USPTO**

| <u>Mark</u>                | <u>Owner</u>       | <u>Serial No.</u> | <u>Reg. No.</u> |
|----------------------------|--------------------|-------------------|-----------------|
| Diamonds Don't Belong Here | Qalo Holdings, LLC | 88734781          | n/a             |
| Never Settle               | Qalo Holdings, LLC | 88952933          | n/a             |
| Rigger                     | Qalo Holdings, LLC | 88749362          | n/a             |
| Always Committed           | Qalo Holdings, LLC | 88859169          | n/a             |
| Always Committed           | Qalo Holdings, LLC | 88575429          | n/a             |
| Qalo                       | Qalo Holdings, LLC | 88149250          | 5918017         |
| Qalo                       | Qalo Holdings, LLC | 87165720          | 6091227         |
| Commitment is Contagious   | Qalo Holdings, LLC | 87136363          | 5114700         |
| [Design Mark]              | Qalo Holdings, LLC | 87976782          | 5425359         |
| Qalo                       | Qalo Holdings, LLC | 87976754          | 5425352         |
| Qalo                       | Qalo Holdings, LLC | 87975431          | 5278208         |
| Commitment is Contagious   | Qalo Holdings, LLC | 87125394          | 5160509         |
| Qalo                       | Qalo Holdings, LLC | 86638101          | 4877512         |
| Qalo Q2X                   | Qalo Holdings, LLC | 86903864          | 5056313         |
| [Design Mark]              | Qalo Holdings, LLC | 86441719          | 4816480         |
| [Design Mark]              | Qalo Holdings, LLC | 86441701          | 4816479         |
| Qalo Quality - Athletics   |                    |                   |                 |
| - Love - Outdoors          | Qalo Holdings, LLC | 86441646          | 4865551         |
| Qalo                       | Qalo Holdings, LLC | 85845446          | 4410501         |
| Qalo                       | Qalo Holdings, LLC | 85845076          | 4410500         |

|                |                  |          |         |
|----------------|------------------|----------|---------|
| Texas          | Homesick BVG LLC | 88939599 | 6232336 |
| New Jersey     | Homesick BVG LLC | 88939369 | 6232338 |
| Colorado       | Homesick BVG LLC | 88939650 | n/a     |
| Pumpkin Patch  | Homesick BVG LLC | 88939667 | n/a     |
| United Kingdom | Homesick BVG LLC | 88939674 | 6232339 |
| Florida        | Homesick BVG LLC | 88943785 | n/a     |
| Hawaii         | Homesick BVG LLC | 88943798 | 6232694 |
| Seattle        | Homesick BVG LLC | 88944026 | 6232707 |
| New Home       | Homesick BVG LLC | 88944004 | 6227890 |
| Pennsylvania   | Homesick BVG LLC | 88944041 | 6232709 |
| New Job        | Homesick BVG LLC | 88948234 | 6233199 |
| Massachusetts  | Homesick BVG LLC | 88948243 | 6233202 |
| Arizona        | Homesick BVG LLC | 88948263 | 6233205 |
| New Orleans    | Homesick BVG LLC | 88948292 | 6233207 |
| Pittsburgh     | Homesick BVG LLC | 88948305 | n/a     |
| Washington     | Homesick BVG LLC | 88957344 | 6233745 |
| Long Island    | Homesick BVG LLC | 88957357 | 6233746 |

|                       |                  |          |         |
|-----------------------|------------------|----------|---------|
| Wisconsin             | Homesick BVG LLC | 88957377 | 6233747 |
| Indiana               | Homesick BVG LLC | 88957392 | 6233748 |
| Georgia               | Homesick BVG LLC | 88957405 | 6238585 |
| Road Trip             | Homesick BVG LLC | 88961687 | 6239150 |
| Iowa                  | Homesick BVG LLC | 88961697 | 6239151 |
| Friday Night Football | Homesick BVG LLC | 88961698 | 6239152 |
| Summer Camp           | Homesick BVG LLC | 88961712 | 6239154 |
| Louisiana             | Homesick BVG LLC | 88961744 | 6239156 |
| Book Club             | Homesick BVG LLC | 90002043 | n/a     |
| Bookstore             | Homesick BVG LLC | 90002096 | n/a     |
| Atlanta               | Homesick BVG LLC | 90006478 | 6239534 |
| Maine                 | Homesick BVG LLC | 90006502 | 6239535 |
| Winter Mantel         | Homesick BVG LLC | 90006522 | n/a     |
| The Nutcracker        | Homesick BVG LLC | 90006549 | n/a     |
| Latkes and Lights     | Homesick BVG LLC | 90006563 | n/a     |
| Ski Trip              | Homesick BVG LLC | 90020004 | n/a     |
| Pumpkin Picking       | Homesick BVG LLC | 90020018 | n/a     |
| Denver                | Homesick BVG LLC | 90020029 | 6245392 |
| Nebraska              | Homesick BVG LLC | 90020113 | 6245394 |
| Vermont               | Homesick BVG LLC | 90020126 | 6245395 |
| Puerto Rico           | Homesick BVG LLC | 90029186 | n/a     |
| Dallas                | Homesick BVG LLC | 90029199 | 6245430 |
| Montana               | Homesick BVG LLC | 90029218 | n/a     |
| Alabama               | Homesick BVG LLC | 90029239 | n/a     |
| Rhode Island          | Homesick BVG LLC | 90029255 | n/a     |
| Las Vegas             | Homesick BVG LLC | 90043273 | n/a     |
| Arkansas              | Homesick BVG LLC | 90045713 | n/a     |
| Oklahoma              | Homesick BVG LLC | 90045718 | n/a     |
| Wyoming               | Homesick BVG LLC | 90045728 | n/a     |
| Utah                  | Homesick BVG LLC | 90045740 | n/a     |
| American Summer       | Homesick BVG LLC | 90049947 | n/a     |
| Missouri              | Homesick BVG LLC | 90049964 | n/a     |
| Idaho                 | Homesick BVG LLC | 90049983 | n/a     |
| Apple Orchard         | Homesick BVG LLC | 90050039 | n/a     |
| Alaska                | Homesick BVG LLC | 90050062 | n/a     |
| North Dakota          | Homesick BVG LLC | 90061844 | n/a     |
| Delaware              | Homesick BVG LLC | 90061871 | n/a     |
| Nevada                | Homesick BVG LLC | 90061915 | n/a     |
| New Hampshire         | Homesick BVG LLC | 90061865 | n/a     |
| South Dakota          | Homesick BVG LLC | 90061936 | n/a     |
| Houston               | Homesick BVG LLC | 90075775 | n/a     |
| Philadelphia          | Homesick BVG LLC | 90075758 | n/a     |
| Leo                   | Homesick BVG LLC | 90067310 | n/a     |
| Virgo                 | Homesick BVG LLC | 90067321 | n/a     |

|                     |                  |          |         |
|---------------------|------------------|----------|---------|
| Libra               | Homesick BVG LLC | 90067358 | n/a     |
| Aquarius            | Homesick BVG LLC | 90129250 | n/a     |
| Pisces              | Homesick BVG LLC | 90129237 | n/a     |
| Capricorn           | Homesick BVG LLC | 90129218 | n/a     |
| Aries               | Homesick BVG LLC | 90067298 | n/a     |
| Taurus              | Homesick BVG LLC | 90127353 | n/a     |
| Gemini              | Homesick BVG LLC | 90127362 | n/a     |
| Scorpio             | Homesick BVG LLC | 90127375 | n/a     |
| Sagittarius         | Homesick BVG LLC | 90127386 | n/a     |
| Love Letters        | Homesick BVG LLC | 90136244 | n/a     |
| Date Night          | Homesick BVG LLC | 90136266 | n/a     |
| Birthday Party      | Homesick BVG LLC | 88225313 | 5985797 |
| Michigan            | Homesick BVG LLC | 88465768 | 6156308 |
| Southern California | Homesick BVG LLC | 88467828 | 5948870 |
| Jewish Christmas    | Homesick BVG LLC | 88467768 | 5948864 |
| Ohio                | Homesick BVG LLC | 88465770 | 5948747 |
| First Kiss          | Homesick BVG LLC | 88221563 | 5841281 |
| Homesick            | Homesick BVG LLC | 88766071 | 5530289 |
| Holiday Stroll      | Homesick BVG LLC | 90293905 | n/a     |
| Home Office         | Homesick BVG LLC | 90293888 | n/a     |
| Gold Coast          | Homesick BVG LLC | 90460571 | n/a     |
| Santorini           | Homesick BVG LLC | 90460600 | n/a     |
| Ibiza               | Homesick BVG LLC | 90460775 | n/a     |
| Mallorca            | Homesick BVG LLC | 90460585 | n/a     |

|                      |                      |          |         |
|----------------------|----------------------|----------|---------|
| Winc By Gravity      | Gravity Products LLC | 90083524 | n/a     |
| Winc By Gravity      | Gravity Products LLC | 90083516 | n/a     |
| Ice By Gravity       | Gravity Products LLC | 90083514 | n/a     |
| Gravity Products LLC | Gravity Products LLC | 88779844 | n/a     |
| Gravity              | Gravity Products LLC | 87765311 | 5554556 |
| Gravity              | Gravity Products LLC | 87762871 | 5554437 |

**TRADEMARKS APPLIED FOR OR REGISTERED INTERNATIONALLY**

|             | <u>Country of Application</u>  | <u>Application #</u> | <u>Holder Name</u> |
|-------------|--|----------------------|--------------------|
| Design Mark | LV, LU, LT, BX, GB, HR, RO, HU, BG, FR, BE, DE, FI, DK, IE, CZ, AT, CY, SE, AU, SI, SK, IT, MT, PL, PT, EM, GR, JP, LV, LU, LT, BX, NZ, GB, HR, RO, HU, FR, BG, BE, DE, FI, DK, IE, CZ, AT, CY, MX, KR, SE, SI, AU, SK, IT, MT, PT, PL, EM, GR, ES, NL | 1254400              | QALO HOLDINGS, LLC |
| Design Mark | LV, LU, LT, BX, NZ, GB, HR, RO, HU, FR, BG, BE, DE, FI, DK, IE, CZ, AT, CY, MX, KR, SE, SI, AU, SK, IT, MT, PT, PL, EM, GR, ES, NL   | 1254137              | QALO HOLDINGS, LLC |

|             |   |                   |                    |
|-------------|---|-------------------|--------------------|
| Design Mark | BR  | <u>909874972</u>  | QALO HOLDINGS, LLC |
| Design Mark | BR  | <u>909874980</u>  | QALO HOLDINGS, LLC |
| Design Mark | BR  | <u>909874999</u>  | QALO HOLDINGS, LLC |
| Design Mark | CA  | <u>1736408-00</u> | QALO HOLDINGS, LLC |
| Design Mark | AR  | <u>3472572</u>    | QALO HOLDINGS, LLC |
| Design Mark | AR  | <u>3472571</u>    | QALO HOLDINGS, LLC |
| Design Mark | AR  | <u>3472570</u>    | QALO HOLDINGS, LLC |
| Design Mark | BR  | <u>911150641</u>  | QALO HOLDINGS, LLC |
| Design Mark | LV, LU, LT, BX, GB, HR, RO, HU, BG, FR, BE, DE, FI, DK, IE, CZ, AT, CY, SE, AU, SI, SK, IT, MT, PL, PT, EM, GR,   | <u>1303461</u>    | QALO HOLDINGS, LLC |
| Design Mark | JP, MX, CN  | <u>1312810</u>    | QALO HOLDINGS, LLC |
| Design Mark | CA  | <u>1736412-00</u> | QALO HOLDINGS, LLC |
| Design Mark | CA  | <u>1777737-00</u> | QALO HOLDINGS, LLC |
| Design Mark | CA  | <u>1807424-00</u> | QALO HOLDINGS, LLC |
| Design Mark | CA  | <u>1777739-00</u> | QALO HOLDINGS, LLC |
| Design Mark | AR  | <u>3513439</u>    | QALO HOLDINGS, LLC |
| FX RING     | DE, BE, FI, PT, BG, DK, LT, LU, HR, LV, FR, HU, SE, SI, BX, SK, IE, EE, MT, EM, GR, IT, ES, AT, CY, CZ, PL, RO, NL, JP, LV, LU, LT, BX, NZ, GB, HR, RO, HU, FR, | <u>017973302</u>  | QALO HOLDINGS, LLC |
| QALO        | BG, BE, DE, FI, DK, IE, CZ, AT, CY, MX, KR, SE, SI, AU, SK, IT, MT, PT, PL, EM, GR, ES, NL, JP, LV, LU, LT, BX, NZ, GB, HR, RO, HU, FR,                         | <u>1257435</u>    | QALO HOLDINGS, LLC |
| QALO        | BG, BE, DE, FI, DK, IE, CZ, AT, CY, MX, KR, SE, SI, AU, SK, IT, MT, PT, PL, EM, GR, ES, NL,   | <u>1251732</u>    | QALO HOLDINGS, LLC |
| QALO        | BR  | <u>909874956</u>  | QALO HOLDINGS, LLC |
| QALO        | BR  | <u>909874964</u>  | QALO HOLDINGS, LLC |

|      |   |                       |                    |
|------|---|-----------------------|--------------------|
| QALO | BR  | <u>909874930</u>      | QALO HOLDINGS, LLC |
| QALO | CA  | <u>1736374-00</u>     | QALO HOLDINGS, LLC |
| QALO | AR  | <u>3458920</u>        | QALO HOLDINGS, LLC |
| QALO | MY  | <u>2017065726</u>     | QALO HOLDINGS, LLC |
| QALO | AR  | <u>3458921</u>        | QALO HOLDINGS, LLC |
| QALO | AR  | <u>3472569</u>        | QALO HOLDINGS, LLC |
| QALO | BR  | <u>911150170</u>      | QALO HOLDINGS, LLC |
| QALO | CL  | <u>1267515</u>        | QALO HOLDINGS, LLC |
| QALO | PE  | <u>00721441C-2017</u> | QALO HOLDINGS, LLC |
| QALO | PE  | <u>00721441A-2017</u> | QALO HOLDINGS, LLC |
| QALO | PE  | <u>00721441B-2017</u> | QALO HOLDINGS, LLC |
| QALO | PE  | <u>000721441-2017</u> | QALO HOLDINGS, LLC |
| QALO | MY  | <u>2017065715</u>     | QALO HOLDINGS, LLC |
| QALO | MY  | <u>2017065717</u>     | QALO HOLDINGS, LLC |
| QALO | MY  | <u>2017065723</u>     | QALO HOLDINGS, LLC |
| QALO | MY  | <u>2017065725</u>     | QALO HOLDINGS, LLC |
| QALO | MY  | <u>2017065720</u>     | QALO HOLDINGS, LLC |
| QALO | MY  | <u>2017065718</u>     | QALO HOLDINGS, LLC |
| QALO | MY  | <u>2017065721</u>     | QALO HOLDINGS, LLC |
| QALO | JP, LV, LU, BX, NZ, LT, GB, HR, RO, HU, FR, BG, BE, DE, FI, DK, IE, CZ, AT, CY, MX, SE, KR, SG, SI, AU, SK, IT, MT, PT, PL, EM, CH, | <u>1364045</u>        | QALO HOLDINGS, LLC |
| QALO | CA  | <u>1777731-00</u>     | QALO HOLDINGS, LLC |
| QALO | AR  | <u>3513438</u>        | QALO HOLDINGS, LLC |
| QALO | JP, MX, CN  | <u>1305206</u>        | QALO HOLDINGS, LLC |
| QALO | LV, LU, LT, BX, GB, HR, RO, HU, BG, FR, BE, DE, FI, DK, IE, CZ, AT, CY, SE, AU, SI, SK, IT, MT, PL, PT, EM, GR,                     | <u>1299740</u>        | QALO HOLDINGS, LLC |

|  |   |                  |                              |
|--|---|------------------|------------------------------|
| QALO Quality Athletics<br>Love Outdoors    | BR  | <u>909875006</u> | QALO<br>HOLDINGS, LLC        |
| QALO Quality Athletics<br>Love Outdoors    | BR  | <u>909875022</u> | QALO<br>HOLDINGS, LLC        |
| QALO Quality Athletics<br>Love Outdoors    | BR  | <u>909875014</u> | QALO<br>HOLDINGS, LLC        |
| QALO QUALITY<br>ATHLETICS LOVE<br>OUTDOORS | AR  | <u>3472575</u>   | QALO<br>HOLDINGS, LLC        |
| QALO QUALITY<br>ATHLETICS LOVE<br>OUTDOORS | AR  | <u>3472576</u>   | QALO<br>HOLDINGS, LLC        |
| QALO QUALITY<br>ATHLETICS LOVE<br>OUTDOORS | AR  | <u>3472574</u>   | QALO<br>HOLDINGS, LLC        |
| QALO Quality Athletics<br>Love Outdoors    | BR  | <u>911150536</u> | QALO<br>HOLDINGS, LLC        |
| QALO QUALITY<br>ATHLETICS LOVE<br>OUTDOORS | LV, LU, LT, BX, GB,<br>HR, RO, HU, BG, FR,<br>BE, DE, FI, DK, IE, CZ,<br>AT, CY, SE, AU, SI, SK,<br>IT, MT, PL, PT, EM, GR, | <u>1303041</u>   | QALO<br>HOLDINGS, LLC        |
| QALO QUALITY<br>ATHLETICS LOVE<br>OUTDOORS | JP, MX, CN  | <u>1311353</u>   | QALO<br>HOLDINGS, LLC        |
| QALO QUALITY<br>ATHLETICS LOVE<br>OUTDOORS | AR  | <u>3513440</u>   | QALO<br>HOLDINGS, LLC        |
| QALO QUALITY<br>ATHLETICS LOVE<br>OUTDOORS | LV, LU, LT, BX, NZ,<br>GB, HR, RO, HU, FR,<br>BG, BE, DE, FI, DK, IE,<br>CZ, AT, CY, MX, KR,<br>SE, AU, SI, SK, IT, MT,     | <u>1256356</u>   | QALO<br>HOLDINGS, LLC        |
| Gravity A                                  | CA  | 1910296          | GRAVITY BRANDS HOLDINGS LLC* |
| Gravity Blanked                            | CA  | 1910297          | GRAVITY BRANDS HOLDINGS LLC* |
| Gravity                                    | WO  | 1410681          | GRAVITY BRANDS HOLDINGS LLC* |
| Gravity                                    | WO  | 1410443          | GRAVITY BRANDS HOLDINGS LLC* |

\* = to be transferred  
along with closing of  
underlying transaction