

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM625143

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Explorefirst LLC		02/05/2021	Limited Liability Company: DELAWARE
Homelife LLC		02/05/2021	Limited Liability Company: DELAWARE
Wedge and Wagon LLC		02/05/2021	Limited Liability Company: DELAWARE
Trendcycle LLC		02/05/2021	Limited Liability Company: DELAWARE
Snow Goose Games LLC		02/05/2021	Limited Liability Company: DELAWARE
Just Fur Love LLC		02/05/2021	Limited Liability Company: DELAWARE
Magnolia Bloom LLC		02/05/2021	Limited Liability Company: DELAWARE
Cariti LLC		02/05/2021	Limited Liability Company: DELAWARE
Cuddsy LLC		02/05/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
<b>Registration Number:</b>	5738885	TRUREMEDY NATURALS
<b>Registration Number:</b>	5526668	REMEDY WASH
<b>Registration Number:</b>	5428577	GOLD LION GEAR
<b>Registration Number:</b>	5391118	HIGHWIND
<b>Serial Number:</b>	90354455	CARITI

CH \$340.00 5738885

Property Type	Number	Word Mark
Serial Number:	90354196	CUDDSY
Serial Number:	90353749	WEDGE AND WAGON
Serial Number:	90354027	SNOW GOOSE GAMES
Serial Number:	90354794	
Serial Number:	90354696	
Serial Number:	90354901	
Serial Number:	90354935	
Serial Number:	90354885	

**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:** 02/08/2021

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of February 5, 2021, by each of Explorefirst LLC, a Delaware limited liability company, Homelife LLC, a Delaware limited liability company, Wedge and Wagon LLC, a Delaware limited liability company, Trendcycle LLC, a Delaware limited liability company, Snow Goose Games LLC, a Delaware limited liability company, Just Fur Love LLC, a Delaware limited liability company, Magnolia Bloom LLC, a Delaware limited liability company, Cariti LLC, a Delaware limited liability company, and Cuddsy LLC, a Delaware limited liability company (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 October 15, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), entered into by and among 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 Grantors are required to execute and deliver to the Collateral Agent this Agreement;

C. Pursuant to 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 substantially all the assets of the Grantors, including all rights, titles and interests of the Grantors 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 Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest in all of the Grantors’ rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired:

1. all 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 trademark licenses, including, without limitation, all 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 Grantors 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**”).

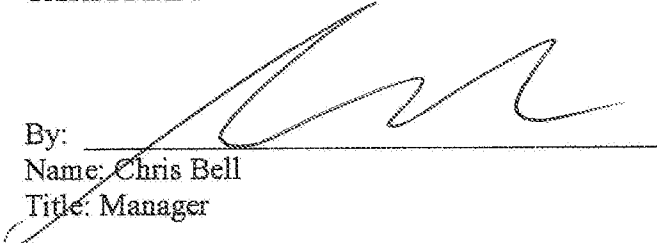
This security interest is granted in conjunction with the security interests granted to the Collateral Agent, for itself and on behalf of the other Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with 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.

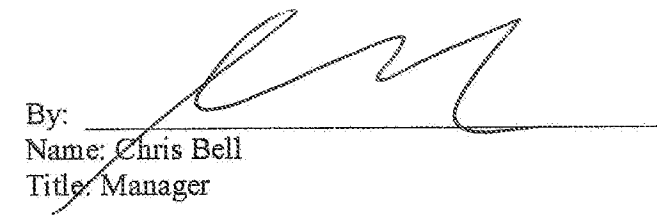
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The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

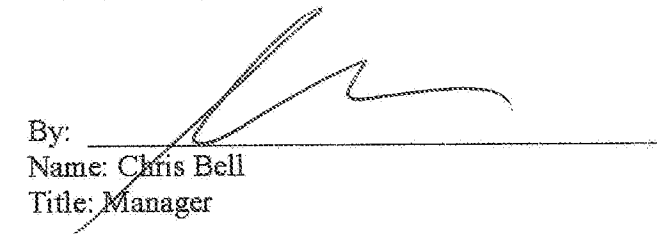
**CARITI LLC**

By:   
Name: Chris Bell  
Title: Manager

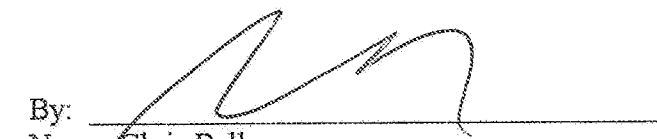
**CUDDSY LLC**

By:   
Name: Chris Bell  
Title: Manager

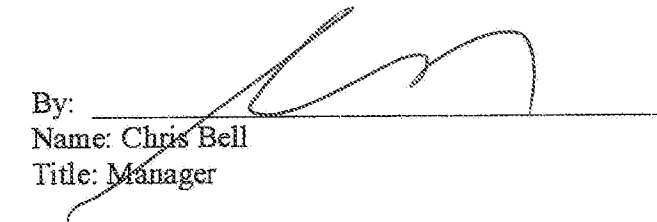
**EXPLOREFIRST LLC**

By:   
Name: Chris Bell  
Title: Manager

**HOMELIFE LLC**

By:   
Name: Chris Bell  
Title: Manager

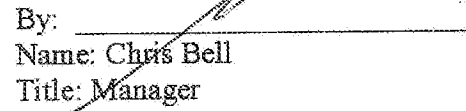
**JUST FUR LOVE LLC**

By:   
Name: Chris Bell  
Title: Manager

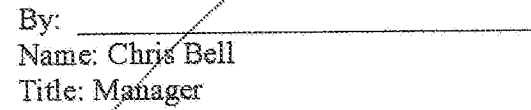
**MAGNOLIA BLOOM LLC**

By:   
Name: Chris Bell  
Title: Manager


**SNOW GOOSE GAMES LLC**

By:   
Name: Chris Bell  
Title: Manager

**TRENDCYCLE LLC**

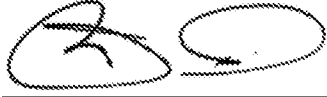
By:   
Name: Chris Bell  
Title: Manager

**WEDGE AND WAGON LLC**

By:   
Name: Chris Bell  
Title: Manager

Acknowledged:

VICTORY PARK MANAGEMENT, LLC,  
as Collateral Agent



By: \_\_\_\_\_

Name: Scott R. Zernick

Title: Manager

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**  
Trademark Collateral

Trademark Registrations and Applications:

Title	Application No.	Application Date	Registration No.	Registration Date	Status	Owner
CARITI	90354455	12/2/20	N/A	N/A	Pending	Cariti LLC
TRUREMEDY NATURALS	88096437	8/28/18	5738885	4/30/19	Registered	Cariti LLC
REMEDY WASH	87877327	4/14/18	5526668	7/24/18	Registered	Cariti LLC
CUDDSY	90354196	12/2/20	N/A	N/A	Pending	Cuddsy LLC
EXPLOREFIRST	90354794	12/2/20	N/A	N/A	Pending	Explorefirst LLC
GOLD LION GEAR	87976199	6/28/17	5428577	3/20/8	Registered	Explorefirst LLC
HIGHWIND	87509236	6/28/17	5391118	1/30/18	Registered	Explorefirst LLC
HOMELIFE	90354696	12/2/20	N/A	N/A	Pending	Homelife LLC
JUST FUR LOVE	90354901	12/2/20	N/A	N/A	Pending	Just Fur Love LLC
MAGNOLIA BLOOM	90354935	12/2/20	N/A	N/A	Pending	Magnolia Bloom LLC
SNOW GOOSE GAMES	90354027	12/2/20	N/A	N/A	Pending	Snow Goose Games LLC
TRENDCYCLE	90354885	12/2/20	N/A	N/A	Pending	Trendcycle LLC
WEDGE AND WAGON	90353749	12/2/20	N/A	N/A	Pending	Wedge and Wagon LLC