

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOOSTED ECOMMERCE, INC.		12/14/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRINITY CAPITAL INC.		
Street Address:	3075 West Ray Road, Suite 525		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85226		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5081034	BLOOM KRANS	
Registration Number:	5077192	KRONING SIGNATURE BLACK BOTTLE	
Registration Number:	5185129	SIGNATURE BLACK BOTTLE	
Registration Number:	5416518	PRIORITY SERVICE NOW	
Registration Number:	4955478	PURETHENTIC NATURALS	
Registration Number:	5175904	VULVA HARMONY	
Registration Number:	4940057	WICK & STRÖM	
Registration Number:	5786867	EDENPRODUCTS	
Registration Number:	5594921	SPARK INK	
Registration Number:	6188683	SIMPLIFIED SKIN	
Registration Number:	5760530	MAXX LABS	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<i>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.</i>			
Phone:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		

CH \$290.00 5081034

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 330658-121

NAME OF SUBMITTER: C. Rhem

SIGNATURE: /CR/

DATE SIGNED: 12/21/2020

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of December 14, 2020, is made by BOOSTED ECOMMERCE, INC., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation ("Lender").

RECITALS

A. Grantor has entered into a Loan and Security Agreement with Lender, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender for its benefit a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender for its benefit a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. Except as herein provided, this Agreement shall be binding upon and inure to the benefit of Lender and Grantor and their respective representatives, successors and assigns. Lender may assign this Agreement in whole or in part or sell participations therein with notice to Grantor and Grantor's consent; *provided, that* Lender may assign this Agreement in whole or in part or sell participations therein with notice to Grantor, but not requiring Grantor's consent, (i) to any Affiliate of Lender, (ii) for the purpose of granting a security interest to any third party financing source of Lender and (iii) if an Event of Default shall have occurred and be continuing. Notwithstanding the foregoing Grantor may not assign, transfer or otherwise convey this Agreement, in whole or in part, without Lender's prior written consent.

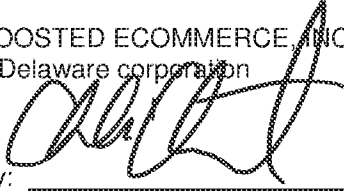
6. Governing Law. This Agreement has been negotiated and delivered to Lender in the State of California, and shall have been accepted by Lender in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


GRANTOR:

BOOSTED ECOMMERCE, INC.,
a Delaware corporation

By: 
Name: Charles Chanaratsopon
Its: President

BOCO SIMPLIFIED SKIN LLC
BOCO RESTORATION ROCKSTAR LLC
BOCO MAXX LABS, LLC
BOCO EDEN PRODUCTS, LLC
BOCO SKINCAREOX, LLC

By: BOOSTED ECOMMERCE, INC.,
its Managing member

By: 
Name: Charles Chanaratsopon
Its: President

LENDER:

TRINITY CAPITAL INC.,
a Maryland corporation

By: _____
Name: Sarah Stanton
Title: General Counsel and Secretary

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

BOOSTED ECOMMERCE, INC.,
a Delaware corporation

By: _____
Name: Charles Chanaratsopon
Its: President

BOCO SIMPLIFIED SKIN LLC
BOCO RESTORATION ROCKSTAR LLC
BOCO MAXX LABS, LLC
BOCO EDEN PRODUCTS, LLC
BOCO SKINCAREOX, LLC

By: BOOSTED ECOMMERCE, INC.,
its Managing member

By: _____
Name: Charles Chanaratsopon
Its: President

LENDER:

TRINITY CAPITAL INC.,
a Maryland corporation

Sarah Stanton
By: _____
Name: Sarah Stanton
Title: General Counsel and Secretary

EXHIBIT A

COPYRIGHTS

None.

EXHIBIT B

PATENTS

Company	Patent	Territory	Patent Number	Application Number
BOCO EDEN PRODUCTS, LLC	Carpet Section	USA		29/703,080
BOCO EDEN PRODUCTS, LLC	Carpet Section	China		
BOCO EDEN PRODUCTS, LLC	Carpet Section	CA		

EXHIBIT C

TRADEMARKS

Company	Mark	Territory	Registration Number	Serial Number
BOCO RESTORATION ROCKSTAR LLC	BLOOM KRANS	USA	5081034	86947184
BOCO RESTORATION ROCKSTAR LLC	KRONING SIGNATURE BLACK BOTTLE	USA	5077192	86947164
BOCO RESTORATION ROCKSTAR LLC	SIGNATURE BLACK BOTTLE (DESIGN MARK)	USA	5185129	87139697
BOCO RESTORATION ROCKSTAR LLC	PRIORITY SERVICE NOW	USA	5416518	87539596
BOCO RESTORATION ROCKSTAR LLC	PURETHENTIC NATURALS	USA	4955478	86740307
BOCO RESTORATION ROCKSTAR LLC	VULVA HARMONY	USA	5175904	87139674
BOCO RESTORATION ROCKSTAR LLC	WICK & STROM	USA	4940057	86692220
BOCO RESTORATION ROCKSTAR LLC	KRONING SIGNATURE BLACK BOTTLE	EU		17946524
BOCO RESTORATION ROCKSTAR LLC	BLOOM KRANS VULVA HARMONY	EU		17946528
BOCO EDEN PRODUCTS LLC	EDENPRODUCTS	USA	5786867	88202086
BOOSTED ECOMMERCE, INC	SPARK INK	USA	5594921	87823693
BOCO SIMPLIFIED SKIN LLC	SIMPLIFIED SKIN	USA	6188683	88823107
BOCO MAXX LABS LLC	MAXX LABS	USA	5760530	87803121