

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632256

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|---|---|--------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Create & Cultivate, LLC | | 03/15/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | True West Capital Partners Fund III, LP | | |
| Street Address: | 444 South Flower Street, Suite 4300 | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90071 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5904281 | CREATE & CULTIVATE | |
| Registration Number: | 4720194 | CREATE & CULTIVATE | |
| Registration Number: | 6053937 | CREATE & CULTIVATE | |
| Registration Number: | 5562810 | WORKPARTY | |
| Registration Number: | 6114239 | WORK PARTY | |
| Registration Number: | 5945540 | WOMAN WITH A PLAN | |
| Registration Number: | 6108475 | WORK PARTY | |
| Serial Number: | 87796350 | CREATE & CULTIVATE | |
| Serial Number: | 88002362 | COLLABORATION OVER COMPETITION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129847700 | | |
| <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: | 312-372-2000 | | |
| Email: | ipdocketmwe@mwe.com, jmikulina@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com | | |
| Correspondent Name: | Jennifer M. Mikulina | | |
| Address Line 1: | McDermott Will & Emery LLP | | |
| Address Line 2: | 444 West Lake Street, Suite 4000 | | |
| Address Line 4: | Chicago, ILLINOIS 60606-0029 | | |

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TRADEMARK

| | |
|--------------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | 096064-0017 |
| NAME OF SUBMITTER: | Jennifer M. Mikulina |
| SIGNATURE: | /Jennifer M. Mikulina/ |
| DATE SIGNED: | 03/16/2021 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 15th day of March, 2021, by and among each of the parties listed on the signature pages hereof (collectively, jointly and severally, the “**Grantors**” and each, individually, a “**Grantor**”) and TRUE WEST CAPITAL PARTNERS FUND III, LP, a Delaware limited partnership (“**Secured Party**”).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among ATHENA INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), CREATE & CULTIVATE, LLC, a Delaware limited liability company (“**C&C**”, and together with any other Person who becomes a “**Borrower**” thereunder pursuant to the terms thereof, collectively the “**Borrowers**”, and each individually, a “**Borrower**”), any Subsidiaries of Holdings that become Guarantors thereunder pursuant to the terms thereof (together with Holdings collectively, the “**Guarantors**”, and each individually, a “**Guarantor**”), and Secured Party, the Secured Party has agreed to make certain term loans available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Party is willing to make the term loans to the Borrowers as provided for in the Loan Agreement, and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Secured Party that certain Security Agreement, dated as of March 15, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Secured Party this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Secured Party, to secure the Secured Obligations, a continuing first priority security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I and all renewals and extensions thereof;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, dilution or other impairment of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

provided, that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Secured Party whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantors shall give to the Secured Party prompt written notice of any new registered Patent. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. The Grantors represent and warrant to the Secured Party that the Trademarks and Trademark Intellectual Property Licenses listed on Schedule I annexed hereto constitute all of the Trademarks and Trademark Intellectual Property Licenses now owned by the Grantors. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize the Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I

shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 10.11 AND 10.12 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

CREATE AND CULTIVATE, LLC, a Delaware limited liability company

By: _____

Name: Jaclyn Johnson

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

TRUE WEST CAPITAL PARTNERS FUND III, LP, a Delaware limited partnership

By: True West Capital Partners GP III, LLC
Its: General Partner

By: _____

Name: Todd J. Morris

Title: Member

Signature Page to Trademark Security Agreement

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

CREATE AND CULTIVATE, LLC, a Delaware limited liability company


By: _____
Name: Jaclyn Johnson
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

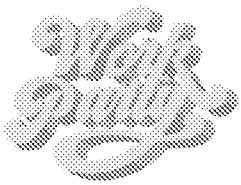
TRUE WEST CAPITAL PARTNERS FUND III, LP, a Delaware limited partnership

By: True West Capital Partners GP III, LLC
Its: General Partner

By:  _____
Name: Todd J. Morris
Title: Member

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

| Grantor: | Trademark: | Country: | Application Number: | Registration Number: | Registration / Filing Date: | Status: |
|-------------------------|---|-----------------|----------------------------|-----------------------------|------------------------------------|----------------|
| Create & Cultivate, LLC | CREATE & CULTIVATE | United States | 87981757 | 5,904,281 | 11/5/2019 | Owned |
| Create & Cultivate, LLC | CREATE & CULTIVATE | United States | 86386196 | 4,720,194 | 4/14/2015 | Owned |
| Create & Cultivate, LLC | CREATE & CULTIVATE | United States | 87982864 | 6,053,937 | 5/12/2020 | Owned |
| Create & Cultivate, LLC | CREATE & CULTIVATE | United States | 87796350 | | 02/13/2018 | Owned |
| Create & Cultivate, LLC | WORKPARTY | United States | 87978052 | 5,562,810 | 9/11/2018 | Owned |
| Create & Cultivate, LLC | WORKPARTY | United States | 88173587 | 6,114,239 | 07/28/2020 | Owned |
| Create & Cultivate, LLC | WOMAN WITH A PLAN | United States | 88143308 | 5,945,540 | 12/24/2019 | Owned |
| Create & Cultivate, LLC |  | United States | 88062815 | 6,108,475 | 7/21/2020 | Owned |
| Create & Cultivate, LLC | COLLABORATION OVER COMPETITION | United States | 88002362 | | 6/15/2018 | Owned |

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RECORDED: 03/16/2021

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