

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INDIGO WILD, L.L.C.		03/30/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JOHNSON BANK		
Street Address:	100 East Wisconsin Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	STATE BANK: WISCONSIN		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3536735	ZUM WASH	
Registration Number:	3536734	ZUM CLEAN	
Registration Number:	3536733	ZUM BUM	
Registration Number:	4268196	ZUMBO	
Registration Number:	4291490	ZUM BUNDLE	
Registration Number:	4291491	ZUM FACE	
Registration Number:	2279380	ZUM BAR	
Registration Number:	3591052	ANY MORE NATURAL AND YOU'D BE NAKED.	
Registration Number:	2782019	ZUM BODY	
Registration Number:	2782020	ZUM RUB	
Registration Number:	2784388	ZUM GLOW	
Registration Number:	2788886	ZUM TUB	
Registration Number:	2791351	ZUM MIST	
Registration Number:	2791350	ZUM KISS	
Registration Number:	2987156	INDIGO WILD	
Registration Number:	3375700	ZUM	
Registration Number:	5432815	MAID BY NATURE	
Registration Number:	5749878	ZUM LAB	
Registration Number:	5727448	ZUM DEO	

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Property Type	Number	Word Mark
Registration Number:	5727475	ZUM OIL
Registration Number:	5722292	3125
Registration Number:	5722291	ZUMBO KISS
Registration Number:	5906477	EAU DE ZUM
Registration Number:	6267631	ZUM BABY

CORRESPONDENCE DATA

Fax Number:

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.

Email: andrew.dupree@quarles.com

Correspondent Name: Andrew Dupree

Address Line 1: 411 East Wisconsin Avenue, Suite 2400

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Andrew Dupree
SIGNATURE:	/Andrew Dupree/
DATE SIGNED:	03/30/2021

Total Attachments: 6

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the “Confirmatory Grant”) is made effective as of March 30, 2021, by and from INDIGO WILD, L.L.C., a Missouri limited liability company (“Assignor”), whose principal address is 3125 Wyandotte, Kansas City, Missouri 64111, to and in favor of JOHNSON BANK, whose principal address is 100 East Wisconsin Avenue, Wisconsin 53202, as administrative agent (“Assignee”) for the lenders (the “Lenders”) from time to time parties to that certain Loan Agreement dated as of the date hereof by and among Assignor, the other Borrowers from time to time party to the Loan Agreement (together with Assignor, each a “Borrower” and collectively, the “Borrowers”), Assignee, as administrative agent, and the Lenders, as such Loan Agreement may be amended or amended and restated or refinanced from time to time.

WHEREAS, the Borrowers and Assignee, as secured party, have entered into a Security Agreement of even date herewith (as amended or amended and restated or refinanced from time to time, the “Security Agreement”), pursuant to which Assignor has granted Assignee, for the benefit of the Secured Creditors and their affiliates, a security interest in substantially all of Assignor’s personal property and assets;

WHEREAS, Assignor is the owner of the patents (the “Patents”), the trademarks and the goodwill of the business in connection therewith (the “Trademarks”), and the copyrights (the “Copyrights”), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
2. The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Loan Agreement). Upon the payment in full of all Obligations (other than contingent indemnity obligations), Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Grant.

(b) Assignor hereby collaterally assigns and grants to Assignee, for the benefit of the Secured Creditors and their affiliates, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by Assignor (but excluding intent-to-use trademark applications which are described in Section 2(i) of the Security Agreement), together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.

(c) The rights and remedies of Assignee and the Secured Creditors and their affiliates with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

IN WITNESS WHEREOF, Assignor has executed this Confirmatory Grant effective as of the above-indicated date.

INDIGO WILD, L.L.C., a Missouri limited liability company

By: 
Name: Jill L. Hough
Title: Chief Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

U.S. Patents

None.

U.S. Trademarks

Registered Trademarks	Application Date	Serial Number	Registration No.	Registration Date	Owner
ZUM WASH & Design ZUM WASH	4/15/2008	77448867	3536735	11/25/2008	Indigo Wild, L.L.C.
ZUM CLEAN & Design ZUM CLEAN	4/15/2008	77448863	3536734	11/25/2008	Indigo Wild, L.L.C.
ZUM BUM & Design ZUM BUM	4/15/2008	77448860	3536733	11/25/2008	Indigo Wild, L.L.C.
ZUMBO & Design ZUMBO	5/16/2012	85627140	4268196	1/1/2013	Indigo Wild, L.L.C.
ZUM BUNDLE & Design ZUM BUNDLE	5/16/2012	85627143	4291490	2/19/2013	Indigo Wild, L.L.C.
ZUM FACE & Design ZUM FACE	5/16/2012	85627152	4291491	2/19/2013	Indigo Wild, L.L.C.
ZUM BAR & Design ZUM BAR	8/21/1998	75540730	2279380	9/21/1999	Indigo Wild, L.L.C.

Registered Trademarks	Application Date	Serial Number	Registration No.	Registration Date	Owner
ANY MORE NATURAL AND YOU'D BE NAKED. & Design ANY MORE NATURAL AND YOU'D BE NAKED.	8/13/2008	77545575	3591052	3/17/2009	Indigo Wild, L.L.C.
ZUM BODY	12/5/2002	78191679	2782019	11/11/2003	Indigo Wild, L.L.C.
ZUM RUB	12/5/2002	78191683	2782020	11/11/2003	Indigo Wild, L.L.C.
ZUM GLOW	12/5/2002	78191685	2784388	11/18/2003	Indigo Wild, L.L.C.
ZUM TUB	12/5/2002	78191692	2788886	12/2/2003	Indigo Wild, L.L.C.
ZUM MIST	12/5/2002	78191689	2791351	12/9/2003	Indigo Wild, L.L.C.
ZUM KISS	12/5/2002	78191687	2791350	12/9/2003	Indigo Wild, L.L.C.
INDIGO WILD	12/5/2002	78191694	2987156	8/23/2005	Indigo Wild, L.L.C.
ZUM & Design ZUM	5/30/2007	77193574	3375700	1/29/2008	Indigo Wild, L.L.C.
MAID BY NATURE & Design MAID BY NATURE	8/25/2017	87583798	5432815	3/27/2018	Indigo Wild, L.L.C.
ZUM LAB	9/10/2018	88111419	5749878	5/14/2019	Indigo Wild, L.L.C.
ZUM DEO	9/10/2018	88111424	5727448	4/16/2019	Indigo Wild, L.L.C.
ZUM OIL	9/11/2018	88111903	5727475	4/16/2019	Indigo Wild, L.L.C.
3125	9/10/2018	88111443	5722292	4/9/2019	Indigo Wild, L.L.C.
ZUMBO KISS	9/10/2018	88111428	5722291	4/9/2019	Indigo Wild, L.L.C.
EAU DE ZUM	9/10/2018	88111433	5906477	11/12/2019	Indigo Wild, L.L.C.
ZUM BABY	8/14/2019	88579029	6267631	2/9/2021	Indigo Wild, L.L.C.

U.S. Copyrights

None.