

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chalk Couture, LLC		03/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	660 White Plains Road, 2nd Floor		
Internal Address:	Attention: John J. Sullivan		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	88064657	CHALK COUTURE	
Serial Number:	88065557	CHALK COUTURE	
Serial Number:	88065551	CHALK COUTURE	
Serial Number:	88098867	CHALK COUTURE	
Serial Number:	88098855	CHALK COUTURE	
Serial Number:	87258373	CHALK COUTURE	
Serial Number:	88781904	CHALK STORIES	
Serial Number:	90100844	CHALK TALK	
Serial Number:	88065229	CHALK TRANSFER	
Serial Number:	90258254	CHALKMADE	
Serial Number:	90258275	CHALKMADE	
Serial Number:	90258266	CHALKMADE	
Serial Number:	88065562	CHALKOLOGY	
Serial Number:	88782087	CLUB COUTURE	
Serial Number:	88800429	CLUB COUTURE	
Serial Number:	88625067	COUTURE BOUTIQUE	
Serial Number:	88488676	COUTURE GALLERY	
Serial Number:	88778289	DESIGN. LOVE. REPEAT.	
TRADEMARK			

CH \$590.00 88064657

Property Type	Number	Word Mark
Serial Number:	88778303	DESIGN. LOVE. REPEAT.
Serial Number:	88778292	DESIGN. LOVE. REPEAT.
Serial Number:	88775675	DESIGN. LOVE. REPEAT.
Serial Number:	88781890	HAPPY CHALKING
Serial Number:	90039825	HOUSE+LOVE=HOME

CORRESPONDENCE DATA

Fax Number: 8669471121

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: 585-263-1000

Email: nytm@nixonpeabody.com

Correspondent Name: Kristen M. Walsh, Nixon Peabody LLP

Address Line 1: 1300 Clinton Square

Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	731864-723
NAME OF SUBMITTER:	Kristen Mollnow Walsh
SIGNATURE:	/kristenmollnowwalsh/
DATE SIGNED:	03/29/2021

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of March 29, 2021 (the "Effective Date") between each of the signatories hereto (collectively, the "Grantors") in favor of KEYBANK NATIONAL ASSOCIATION, as Lender (in such capacity, the "Lender") (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 29, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among the Grantors, the other grantors party thereto and the Lender; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Lender a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Lender agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Lender a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following (collectively, the "Intellectual Property Collateral"):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 U.S.C. §901 of the U.S. Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "Copyrights").

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Patents").

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature,

all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trademarks").

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trade Secrets").

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1 hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.


Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Lender have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

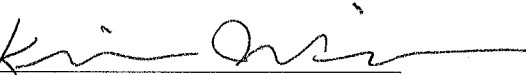
CHALK COUTURE HOLDINGS LLC

By 

Name: Kristine Widtfeldt

Title: Chief Executive Officer

CHALK COUTURE, LLC

By 

Name: Kristine Widtfeldt

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007246 FRAME: 0824

KEYBANK NATIONAL ASSOCIATION, as Lender

By: Johanna English
Name: Johanna English
Title: Vice President

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights

United States Copyright Registrations

Title of Work	Owner	Reg. No.	Reg. Date
Autumn Winter Collection 2018.	Chalk Couture, LLC	VA0002219515	5/11/2020
Autumn ? Winter Collection 2019.	Chalk Couture, LLC	VA0002209372	5/11/2020
Autumn ? Winter Collection 2020.	Chalk Couture, LLC	VA0002230226	8/6/2020
Holiday Suite 2019.	Chalk Couture, LLC	VA0002209374	5/11/2020
Spring Summer Collection 2018.	Chalk Couture, LLC	VA0002209375	5/11/2020
Spring Summer Collection 2019.	Chalk Couture, LLC	VA0002216550	9/16/2020
Spring ? Summer Collection 2020.	Chalk Couture, LLC	VA0002209373	5/11/2020

Pending United States Copyright Applications

Title of Work	Owner	Filing Date	Case No. Ref.
2018 Celebrations Suite	Chalk Couture, LLC	5/4/19	1-8800061481
2018 Holiday Suite	Chalk Couture, LLC	5/4/2020	1-8800061691
2019 Celebrations Suite	Chalk Couture, LLC	5/4/2020	1-8800061878
2020 Celebrations Scale	Chalk Couture, LLC	5/4/2020	1-8800161301
2020 Holiday Suite	Chalk Couture, LLC	10/12/2020	1-9497626329

2. Patents

None.

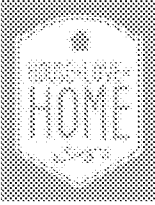
3. Trademarks

United States and Foreign Trademark Registrations and Pending Applications

Mark	Country / Jurisdiction	Owner	Serial No. / Filing Date	Reg. No. / Reg. Date	Status
CHALK COUTURE	Canada	Chalk Couture, LLC	1942636 1/25/2019		Pending
CHALK COUTURE	Canada	Chalk Couture, LLC	1942635 1/25/2019		Pending
CHALK COUTURE	Canada	Chalk Couture, LLC	1942638 1/25/2019		Pending
CHALKOLOGY	Canada	Chalk Couture, LLC	1942637 1/26/2019		Pending

Mark	Country / Jurisdiction	Owner	Serial No. / Filing Date	Reg. No. / Reg. Date	Status
CHALK COUTURE	Int'l Reg. designating AU, CA, EU, and NZ	Chalk Couture, LLC	1574048 12/8/2020	1574048 12/8/2020	National review is pending
CHALK TRANSFER	Int'l Reg. designating AU, CA, EU, and NZ	Chalk Couture, LLC	1569929 12/8/2020	1569929 12/8/2020	National review is pending
CHALKOLOGY	Int'l Reg. designating AU, CA, EU, and NZ	Chalk Couture, LLC	1570319 12/8/2020	1570319 12/8/2020	National review is pending
COUTURE BOUTIQUE	Int'l Reg. designating AU, CA, EU, and NZ	Chalk Couture, LLC	1570614 12/8/2020	1570614 12/8/2020	National review is pending
COUTURE GALLERY	Int'l Reg. designating AU, CA, EU, and NZ	Chalk Couture, LLC	Not yet assigned 12/8/2020		Pending
CHALK COUTURE	United States	Chalk Couture, LLC	88064657 8/3/2018	5779221 6/18/2019	Registered
CHALK COUTURE	United States	Chalk Couture, LLC	88065557 8/4/2018	5824643 8/6/2019	Registered
CHALK COUTURE	United States	Chalk Couture, LLC	88065551 8/4/2018	5824642 8/6/2019	Registered
CHALK COUTURE	United States	Chalk Couture, LLC	88098867 8/30/2018	5824749 8/6/2019	Registered
CHALK COUTURE	United States	Chalk Couture, LLC	88098855 8/30/2018	5824748 8/6/2019	Registered
CHALK COUTURE	United States	Chalk Couture, LLC	87258373 12/6/2016	5255052 8/1/2017	Registered
CHALK STORIES	United States	Chalk Couture, LLC	88781904 2/1/2020	6183676 10/27/2020	Registered
CHALK TALK	United States	Chalk Couture, LLC	90100844 8/7/2018		Pending

Mark	Country / Jurisdiction	Owner	Serial No. / Filing Date	Reg. No. / Reg. Date	Status
CHALK TRANSFER	United States	Chalk Couture, LLC	88065229 8/3/2018	5718316 4/2/2019	Registered
CHALKMADE	United States	Chalk Couture, LLC	90258254 10/15/2020		Pending
CHALKMADE	United States	Chalk Couture, LLC	90258275 10/15/2020		Pending
CHALKMADE	United States	Chalk Couture, LLC	90258266 10/15/2020		Pending
CHALKOLOGY	United States	Chalk Couture, LLC	88065562 8/4/2018	5779224 6/18/2019	Registered
CLUB COUTURE	United States	Chalk Couture, LLC	88782087 2/2/2020	6135503 8/25/2020	Registered
CLUB COUTURE	United States	Chalk Couture, LLC	88800429 2/17/2020	6136306 8/25/2020	Registered
COUTURE BOUTIQUE	United States	Chalk Couture, LLC	88625067 9/20/2019	6041745 4/28/2020	Registered
COUTURE GALLERY	United States	Chalk Couture, LLC	88488676 6/25/2019	5955200 1/7/2020	Registered
DESIGN. LOVE. REPEAT.	United States	Chalk Couture, LLC	88778289 1/29/2020	6183650 10/27/2020	Registered
DESIGN. LOVE. REPEAT.	United States	Chalk Couture, LLC	88778303 1/29/2020	6183652 10/27/2020	Registered
DESIGN. LOVE. REPEAT.	United States	Chalk Couture, LLC	88778292 1/29/2020	6183651 10/27/2020	Registered
DESIGN. LOVE. REPEAT.	United States	Chalk Couture, LLC	88775675 1/28/2020		Pending
HAPPY CHALKING	United States	Chalk Couture, LLC	88781890 2/1/2020	6183675 1/2/2020	Registered

Mark	Country / Jurisdiction	Owner	Serial No. / Filing Date	Reg. No. / Reg. Date	Status
HOUSE+LOVE= HOME (and Design) 	United States	Chalk Couture, LLC	90039825 7/7/2020		Pending

Domain Name Registrations

chalkdesigner.com
chalkconnect.com
chalkcouture.com
chalktransfer.com
chalkcouture.ca
chalkcouturephotos.com
chalktheworld.io
chalkcouture.co.nz
chalkcouture.uk
trychalkcouture.com

4. Licenses

Trademark Licenses

1. Pursuant to Independent Chalk Couture Designer Agreements with designers, designers are provided a limited license to use certain trade names, trademarks and service marks of CCL under the Chalk Couture Policies and Procedures United States or Policies and Procedures Canada, as applicable.
2. Master Services Agreement, dated January 2, 2020, between Solely Jane and CCL (which includes certain intellectual property licensed to Solely Jane per the custom code developed by Chalk Couture under the nopCommerce ecommerce platform).

Copyright Licenses

1. CCL exclusively licenses from freelance design contractors the following Copyrights:

Freelancer	License Term	Licensed Designs
Jennifer Owens	1-year 7/1/21-6/30/22	Pinecone Pattern
Olga Muzician	1-year 7/1/21-6/30/22	Happy Haunting To All and to All a Good Fright
Caren Kreger	1-year 7/1/21-6/30/22	Strong Is The New Pretty; But Did

		You Die?
Cynthia Lopez/Cynlop Ink	1-year 7/1/21-6/30/22	The Best Things in Life Aren't Things
Shannon McNab	1-year 7/1/21-6/30/22	ChristmasBlocks
Cynthia Lopez/Cynlop Ink	1-year 7/1/21-6/30/22	Give Thanks
Caren Kreger	1-year 7/1/21-6/30/22	ChalkMade—Trick or Treat
Caren Kreger	1-year 7/1/21-6/30/22	Christmas Transfer Set; Fall Transfer Set
Jennifer Owens	Unlimited	Collect Beautiful Memories
Shannon McNab	1-year 2/1/21-1/31/22	Best Father Ever
Emilee Rudd	1-year 7/1/20-6/30/21	Happy Halloween Pumpkin
Shannon McNab	1-year 7/1/20-6/30/21	Skull Damask Pattern
Shannon McNab	1-year 7/1/20-6/30/21	Forest Leaves Pattern
Emilee Rudd	2-year 2/1/20-2/1/22	Love Conquers All
Shannon McNab	1-year 8/1/20-7/31/21	FathersDay; StuckOnYou
Shannon McNab	1-year 7/1/20-6/30/21	SkullDamask; ForestFloor_Leaves; SketchyFall; Winter's Chill; GingerbreadDreams; NOEL; JollySaints

2. Copyright license granted to CCL pursuant to that certain Agreement for Design Services, dated December 4, 2019, between CCL and Emilee Rudd Creative Design LLC.
3. License granted to Adobe Creative Cloud by CCL and by CCL to Adobe Creative pursuant to General Terms of Use
4. License by CCL to Drift (Email communication software) pursuant to Terms of Service, Effective Date December 4, 2017
5. License by CCL to Google Services pursuant to Privacy & Terms, effective March 31, 2020
6. License pursuant to that certain Abacus Expense Management Agreement under the Terms of Service, effective date of August 31, 2015.
7. License pursuant to that certain AWS Customer Agreement (last updated November 30, 2020) and AWS Service Terms between Amazon Web Services, Inc. and Chalk Couture (AWS Hosting Services).
8. License pursuant to that certain Uniform Master Subscription Agreement, between Exigo Office, Inc. and Chalk Couture.
9. License pursuant to the HyperWallet Developer Terms of Use
10. License pursuant to that certain Zendesk services pursuant to that certain standard Master Subscription Agreement, dated effective December 1, 2020.
11. License granted to CCL pursuant to that certain Smartlook services pursuant to that Terms of Service, last updated October 5, 2020.