

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Second Nature Brands, Inc.		04/07/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Multiplier Capital II, LP, as Administrative Agent		
Street Address:	1920 L Street, NW, Suite 550		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	90281351	POP! FILTER	
Serial Number:	90196708	RESIDENT BENEFIT PACKAGE	
Serial Number:	90188758	RBP	
Serial Number:	90089568	SECOND NATURE	
Serial Number:	90019532	FLEX-LOCK	
Serial Number:	90019424	UNFOLD FRESH AIR	
Serial Number:	90043644	RIGHT-FIT GUARANTEE	
Serial Number:	90019472	FOLDABLE FILTER	
Serial Number:	88793881	IT MATTERS	
Serial Number:	88793880	EACH SIP	
Serial Number:	88464805	SECOND NATURE	
Serial Number:	88464839	SECOND NATURE HOME WELLNESS	
Serial Number:	88464811	SECOND NATURE	
Serial Number:	88464833	SECOND NATURE HOME WELLNESS	
Serial Number:	87782515	FILTEREASY	
Serial Number:	87431394		
Serial Number:	87426192	FILTEREASY	
CORRESPONDENCE DATA			

OP \$440.00 90281351

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.

Phone: 7033826485
Email: DHall@vlplawgroup.com
Correspondent Name: Davis Hall
Address Line 1: 12703 Hitchcock Court
Address Line 4: Reston, VIRGINIA 20191

NAME OF SUBMITTER:	Davis Hall
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SIGNATURE:	/DavisHall/
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DATE SIGNED:	04/07/2021
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as April 7, 2021, by and between Multiplier Capital II, LP, as Administrative Agent (“Agent”) and Second Nature Brands, Inc. (“Grantor”).

RECITALS

A. Agent and the Lenders have agreed to make certain advances of money and to extend and administer certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Agent, Lenders and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used and not defined herein are used as defined in the Loan Agreement). Agent and Lenders are willing to make and administer the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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 Agent, for the benefit of itself and the Lenders, 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 or 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 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");

(g) 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;

(h) 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;

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

(j) 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 Agent.

Grantor hereby authorizes Agent 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 Agent 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 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 to 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.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

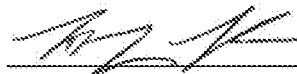
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or 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:

SECOND NATURE BRANDS, INC.



By: MAL FALLON

Title: CEO

AGENT:

MULTIPLIER CAPITAL II, LP

By: _____

Title: _____

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:

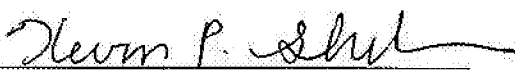
SECOND NATURE BRANDS, INC.

By: _____

Title: _____

AGENT:

MULTIPLIER CAPITAL II, LP


By: _____

Title: _____

Title: Managing Member

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 007248 FRAME: 0976

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VARIABLE AIR FILTER ASSEMBLIES	16569696	09/13/2019
Variable air filter assemblies	10427079	10/01/2019
	16288304	02/28/2019
Folding air filter assembly and apparatus	10350533	07/16/2019
	15251218	08/30/2016
Folding Air Filter Assembly and Apparatus	16454185	06/27/2019
FOLDING AIR FILTER ASSEMBLIES	17204609	03/17/2021
COLLAPSIBLE AIR FILTER ASSEMBLIES	PCT/US20/27476	04/09/2020
METHODS, SYSTEMS, AND DEVICES FOR A SERVICE ORIENTED ARCHITECTURE FOR FACILITATING AIR FILTER REPLACEMENTS	17136751	12/29/2020

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
POP! FILTER	90281351	10/27/2020
RESIDENT BENEFIT PACKAGE	90196708	09/21/2020
RBP	90188758	09/17/2020
SECOND NATURE	90089568	08/03/2020
FLEX-LOCK	90019532	06/24/2020
UNFOLD FRESH AIR	90019424	06/24/2020
RIGHT-FIT GUARANTEE	90043644	07/09/2020
FOLDABLE FILTER	90019472	06/24/2020
IT MATTERS	88793881	02/12/2020
EACH SIP	88793880	02/12/2020
SECOND NATURE	88464805	06/07/2019
SECOND NATURE HOME WELLNESS	88464839	06/07/2019
	6262561	02/02/2021
SECOND NATURE	88464811	06/07/2019
	6262560	02/02/2021
SECOND NATURE HOME WELLNESS	88464833	06/07/2019
FILTEREASY	87782515	02/02/2018
	5569377	09/25/2018
	87431394	05/01/2017
	5548385	08/28/2018
FILTEREASY	87426192	04/26/2017
	5478739	05/29/2018