

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642801

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Agreement		
RESUBMIT DOCUMENT ID:	900603878		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BlueSpire, Inc.		03/19/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4407781	BLUESPIRE	
Registration Number:	4927263		
Registration Number:	2928078	MONEY CLIPS	
Registration Number:	4447809	REAL MONEY	
Registration Number:	2946334	TODAY'S HEALTHY OUTLOOK	
Serial Number:	88136395		
Serial Number:	88209979	MAR·TECH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	888-829-5817		
Email:	results-uccteam2@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle St.		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Melanie Fagan		
SIGNATURE:	/Melanie Fagan/		

DATE SIGNED:	04/28/2021
---------------------	------------

Total Attachments: 6

source=Glynn Devins BlueSpire Trademark Collateral Agreement for filing (002)#page1.tif

source=Glynn Devins BlueSpire Trademark Collateral Agreement for filing (002)#page2.tif

source=Glynn Devins BlueSpire Trademark Collateral Agreement for filing (002)#page3.tif

source=Glynn Devins BlueSpire Trademark Collateral Agreement for filing (002)#page4.tif

source=Glynn Devins BlueSpire Trademark Collateral Agreement for filing (002)#page5.tif

source=Glynn Devins BlueSpire Trademark Collateral Agreement for filing (002)#page6.tif

TRADEMARK COLLATERAL AGREEMENT

This 19th day of March, 2021, BLUESPIRE, INC., a Minnesota corporation (“*Grantor*”) with its principal place of business and mailing address at 7650 Edinborough Way, Suite 425, Edina, Minnesota 55435, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to BMO HARRIS BANK N.A. (“*BMO*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Parties, a continuing security interest in the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Guaranteed Obligations (as defined in the Security Agreement) of Grantor as set out in that certain Security Agreement dated as of November 19, 2018, among Grantor, the other “Grantors” party thereto and Agent, as the same may be amended, supplemented, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Grantor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Guaranteed Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

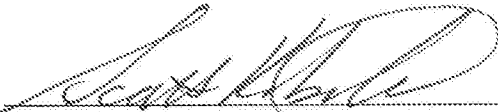
Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BLUESPIRE, INC.

By 
Name: Scott Kokotan
Title: Chief Operating Officer, Chief
Financial Officer and Secretary

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By _____
Name:
Title:


IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BLUESPIRE, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.






BMO HARRIS BANK N.A., as Agent

By  _____
Name Mitchell A. Kinastowski
Title Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

OWNED U.S. TRADEMARKS:

Title	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date
BLUESPIRE	United States of America	Registered	85/524,545	1/25/2012	4,407,781	9/24/2013
DESIGN (Arrow Logo) 	United States of America	Registered	86/730,806	8/20/2015	4,927,263	3/29/2016
MONEY CLIPS (Stylized) 	United States of America	Registered	76/396,122	4/12/2002	2,928,078	2/22/2005
REAL MONEY	United States of America	Registered	85/920,221	5/1/2013	4,447,809	12/10/2013
TODAY'S HEALTHY OUTLOOK (Stylized) 	United States of America	Registered	76/132,145	9/20/2000	2,946,334	5/3/2005
DESIGN ire 	United States of America	Pending	88/136,395	9/28/2018		
Mar-Tech & 	United States of America	Pending	88/209,979	11/29/2018		