

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALO, LLC		05/04/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	6180601	AIRBRUSH	
Registration Number:	6234205	AIRLIFT	
Registration Number:	3875869	ALO	
Registration Number:	5172309	ALO	
Registration Number:	5597575	ALO	
Registration Number:	6158565	ALO GIVES	
Registration Number:	6190196	ALO MOVES	
Registration Number:	4519311	ALO SPORT	
Registration Number:	6273592	ALO WELL BAR	
Registration Number:	5172308	ALO YOGA	
Registration Number:	6137833	ALOSOFT	
Registration Number:	5848225	GODDESS	
Registration Number:	5456095	GODDESS LEGGING	
Registration Number:	5456080	GODDESS RIBBED LEGGING	
Registration Number:	5456079	MESH GODDESS LEGGING	
Registration Number:	6205356	YOGA TO THE WORLD	
Serial Number:	87782928	ALO	
Serial Number:	87869207	RIPPED WARRIOR	

CH \$465.00 6180601

CORRESPONDENCE DATA**Fax Number:** 2149813400*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:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 2021 McKinney Ave., Suite 2000**Address Line 4:** Dallas, TEXAS 75201**ATTORNEY DOCKET NUMBER:** 36084-30111**NAME OF SUBMITTER:** Dusan Clark**SIGNATURE:** /Dusan Clark/**DATE SIGNED:** 05/05/2021**Total Attachments: 4**source=Color Image_ 2021 Confirmatory Grant of SI in Trademarks (Alo, LLC) (EXECUTED)
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of May 4, 2021 by and from ALO, LLC, a California limited liability company (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Color Image Apparel, Inc., a California corporation, the other Loan Parties party thereto, the Lenders party thereto and Grantee have entered into a Credit Agreement dated as of May 4, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor, the other Loan Parties and the Grantee have entered into a Pledge and Security Agreement dated May 4, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, 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.

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 meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Trademarks acquired under this Confirmatory Grant.


(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

ALO, LLC

By: 
Name: Martin Matthews
Title: Chief Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Country	App. Number	Reg. Number	Date Filed	Reg. Date	Status
AIRBRUSH	United States of America	87/869,193	6180601	Apr 9, 2018	Oct 20, 2020	Registered
AIRLIFT	United States of America	87/869,182	6234205	Apr 9, 2018	Dec 29, 2020	Registered
ALO	United States of America	77/891,801	3875869	Dec 11, 2009	Nov 16, 2010	Registered
ALO (18, 25, 28)	United States of America	86/741,238	5172309	Aug 28, 2015	Mar 28, 2017	Registered
ALO (cl. 35)	United States of America	87/782,928		Feb 3, 2018		Pending
ALO (cl. 41)	United States of America	87/781,772	5597575	Feb 2, 2018	Oct 30, 2018	Registered
ALO GIVES	United States of America	87/793,293	6158565	Feb 11, 2018	Sep 22, 2020	Registered
ALO MOVES	United States of America	87/709,225	6190196	Dec 5, 2017	Nov 3, 2020	Registered
ALO SPORT	United States of America	85/981,400	4519311	Mar 1, 2012	Apr 22, 2014	Registered
Alo Well Bar	United States of America	88496332	6273592	43647	44243	Registered
ALO YOGA	United States of America	86/741,208	5172308	Aug 28, 2015	Mar 28, 2017	Registered
ALOSOFT	United States of America	88/595,042	6137833	Aug 27, 2019	Aug 25, 2020	Registered
GODDESS (core goods)	United States of America	87/868,375	5848225	Apr 9, 2018	Sep 3, 2019	Registered
GODDESS LEGGING	United States of America	86/764,916	5456095	Sep 22, 2015	May 1, 2018	Registered
GODDESS RIBBED LEGGING	United States of America	86/710,461	5456080	Jul 30, 2015	May 1, 2018	Registered
MESH GODDESS LEGGING	United States of America	86/710,452	5456079	Jul 30, 2015	May 1, 2018	Registered
RIPPED WARRIOR	United States of America	87/869,207		Apr 9, 2018		Pending
YOGA TO THE WORLD	United States of America	88/905603	6205356	May 7, 2020	Nov 24, 2020	Registered

TRADEMARK

REEL: 007280 FRAME: 0257

RECORDED: 05/05/2021