

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INVNT, LLC		05/14/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Santander Bank, N.A.		
Street Address:	45 East 53rd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	6276810	INVNT GROUP	
Serial Number:	90052081	FOLK HERO	
Serial Number:	90114595	HEVE.	
Serial Number:	88288015	INVNT. THE GLOBAL LIVE BRAND STORYTELLIN	
Serial Number:	90460080	BZAR	
Serial Number:	90502230	BZAR XPERIENCE SHOPPING	
Serial Number:	88110823	INVNTURES	
Serial Number:	88140284	SWDSH DESIGN STUDIO	
Registration Number:	4017542	INVNT	
Registration Number:	4889786	INVNT CHANGE THE WAY PEOPLE THINK, FEEL,	
Registration Number:	5214573	VNTR	
Registration Number:	4393811	CHALLENGE EVERYTHING	
Registration Number:	4161089	VIBE	
Registration Number:	5396966	INVNT CHALLENGE EVERYTHING	
Registration Number:	6020169	LIVE BRAND STORYTELLING	
Registration Number:	6009255	LIVE IS WHERE WE LIVE	
CORRESPONDENCE DATA			
Fax Number:	9735302225		

OP \$415.00 6276810

TRADEMARK

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: 9735302025
Email: trademarks@csglaw.com
Correspondent Name: Peter Nussbaum
Address Line 1: One Boland Drive
Address Line 4: West Orange, NEW JERSEY 07052

NAME OF SUBMITTER:	Peter Nussbaum
SIGNATURE:	/Peter Nussbaum/
DATE SIGNED:	05/18/2021

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*Agreement*”), dated as of May 14, 2021, is made by INVNT, LLC, a Delaware limited liability company (the “*Grantor*”), in favor of SANTANDER BANK, N.A. (the “*Bank*”) party to the Loan and Security Agreement referred to below.

WHEREAS, the Grantor has entered into a Loan and Security Agreement, dated as of the date hereof (as amended, supplemented and otherwise modified hereafter from time to time, the “*Loan Agreement*”), with the Bank.

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Bank a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and United States Copyright Office, as applicable.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Bank as follows:

1. **Grant of Security.** The Grantor hereby pledges and grants to the Bank, until the payment in full of the Obligations (as defined in the Loan Agreement), a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “*IP Collateral*”):

(a) any and all trademark and service mark registrations and applications anywhere in the world, together with the goodwill connected with the use of and symbolized thereby and all reissues, extensions and renewals thereof, including without limitation those set forth on Schedule 1 attached hereto (collectively, the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) any and all copyright rights, copyright applications, copyright registrations anywhere in the world and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now or hereafter existing, created, acquired or held, including without limitation those set forth on Schedule 2 attached hereto (collectively, the “*Copyrights*”);

(c) any and all patents, patent applications and like protections anywhere in the world, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Schedule 3 attached hereto (collectively, the “*Patents*”);

(d) all rights of any kind whatsoever of the Grantor accruing under any of the rights included above provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** The 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 the Bank. Grantor hereby authorizes the Bank to (a) modify this Agreement unilaterally by amending the schedules to this Agreement to include any IP 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 IP 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 the Bank with respect to the IP 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 Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INVNT, LLC

By: _____

Name: Scott Cullather

Title: Chairman and Secretary

Agreed to and accepted:

SANTANDER BANK, N.A.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INVNT, LLC

By: _____

Name: _____

Title: _____

Agreed to and accepted:

SANTANDER BANK, N.A.

By: Bruce H. Stanwood

Name: Bruce H. Stanwood





Title: Senior Vice President

**SCHEDULE 1
TRADEMARKS**

All of the below Trademarks are owned by INVNT, LLC.

<u>Mark</u>	<u>Country</u>	<u>App/Reg. No. Filing/Reg. Date</u>	<u>Status</u>
	US	Reg. No. 6276810 Reg. Date: 2/23/21 App. Date: 07/17/20	Registered
	US	App. No. 90052081 App. Date: 7/14/20	Pending/ Suspended
	US	App. No. 90114595 8/14/20	Pending
INVNT. THE GLOBAL LIVE BRAND STORYTELLING AGENCY.	US	App. No. 88288015 Filing Date: 2/4/19	Allowed
	US	App. No. 90460080 Filing Date: 1/12/21	Pending
Bzar xperience shopping	US	App. No. 90502230 Filing Date: 2/1/21	Pending

INVNTures	US	App. No. 88110823 Filing Date: 9/10/18	Allowed
SWDSH DESIGN STUDIO	US	App. No. 88140284 Filing Date: 10/02/18	Pending
INVNT	US	Reg. No. 4017542 Reg. Date: 08/30/11 App. Date: 07/07/09	Registered
INVNT CHALLENGE THE WAY PEOPLE THINK, FEEL, BEHAVE AND PERFORM	US	Reg. No. 4889786 Reg. Date: 01/19/16 App. Date: 05/02/12	Registered
VNTR	US	Reg. No. 5214573 Reg. Date: 05/30/17 App. Date: 07/04/15	Registered
CHALLENGE EVERYTHING	US	Reg. No. 4393811 Reg. Date: 08/27/13 App. Date: 08/13/12	Registered
VIBE	US	Reg. No. 4161089 Reg. Date: 06/19/12 App. Date: 10/24/11	Registered

 	AU, EU, U K & SG	IR No. 1585565 App. Date: 01/15/21	Pending
	US	Reg. No. 5396966 Reg. Date: 02/06/18 App. Date: 02/01/16	Registered
	EU	EUTM 015911829 Reg. Date: 10/11/16 App. Date: 02/09/17	Registered
INVNT LIVE BRAND STORYTELLING	EU	EUTM 018325199 Reg. Date: 03/09/21 App. Date: 10/22/20	Registered
INVNT. THE GLOBAL LIVE BRAND STORYTELLING AGENCY.	EU	IR 1483654 Reg. Date: 02/13/20 App. Date: 07/12/19	Registered
INVNT. THE GLOBAL LIVE	SG	IR 1483654	Registered

BRAND STORYTELLING AGENCY.		Reg. Date: 08/06/20 App. Date: 07/12/19	
INVNT. THE GLOBAL LIVE BRAND STORYTELLING AGENCY.	AU	IR 1483654 Reg. Date: 03/05/20 App. Date: 07/12/19	Registered
INVNT. THE GLOBAL LIVE BRAND STORYTELLING AGENCY.	CN	IR 1483654 Reg Date: 10/31/19 App Date: 07/12/19	Registered
LIVE BRAND STORYTELLING	US	Reg. No. 6020169 Reg. Date: 03/24/20 App. Date: 02/11/19	Registered
LIVE IS WHERE WE LIVE	US	Reg. No. 6009255 Reg. Date: 03/10/20 App. Date: 02/04/19	Registered
LIVE IS WHERE WE LIVE	AU	IR 1484653 Reg. Date: 03/05/20 App. Date: 07/18/2019	Registered

LIVE IS WHERE WE LIVE	SG	App. No. 40201918387Q Reg. Date: 02/27/20 App. Date: 07/12/19	Registered
LIVE IS WHERE WE LIVE	EU	IR 1483655 Reg. Date: 2/13/20 App. Date: 07/12/19	Registered

SCHEDULE 2
COPYRIGHTS

1. Challenge Everything: The Battle Cry That Blew Sh*t Up and INVNTd Live Brand Storytelling;
Registered October 5, 2019, LCCN: 2019915863.

SCHEDULE 3

PATENTS

NONE.