

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dragonfly Holdings Co. LLC		06/10/2021	Limited Liability Company: DELAWARE
Amesbury Companies LLC		06/10/2021	Limited Liability Company: DELAWARE
Terra Companies LLC		06/10/2021	Limited Liability Company: DELAWARE
Trove Companies LLC		06/10/2021	Limited Liability Company: DELAWARE
Zephyr Companies LLC		06/10/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Westmount Group LLC		
Street Address:	900 Third Avenue, #1403, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	6203487	WEARABLE ACUPRESSURE	
Registration Number:	4695148	WEARABLE ACUPRESSURE FOR ACTIVE LIFESTYL	
Registration Number:	4492747	WEARABLE ACUPRESSURE	
Registration Number:	4747428	ACULIEF	
Registration Number:	5426839	RADIATE	
Registration Number:	6117802		
Registration Number:	5660039	JUDEE'S GLUTEN FREE	
Registration Number:	5709612	RODENT DEFENSE	
Registration Number:	5726583	EXTERMINATOR'S CHOICE	
Registration Number:	4944768	IMPRESA	
Registration Number:	5040076	MISSION AUTOMOTIVE	
Registration Number:	5204077	EVERGREEN PET SUPPLIES	
Serial Number:	90418892	MY RELIEF	
TRADEMARK			

Property Type	Number	Word Mark
Serial Number:	88940263	CALDO
Serial Number:	88141223	ISAVERA
Registration Number:	6325686	EVERGREEN PET SUPPLIES
Registration Number:	5056573	REAL GOOD COFFEE CO
Registration Number:	5774906	MORNINGS JUST GOT BETTER
Serial Number:	90100621	IMPRESA
Serial Number:	90064468	MISSION AUTOMOTIVE
Serial Number:	87633031	REAL GOOD COFFEE CO
Serial Number:	88822007	LOVE IT OR WE'LL MAKE IT RIGHT.

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,kyle.turnbull@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	06/27/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 10, 2021, is entered into by DRAGONFLY HOLDINGS CO. LLC, a Delaware limited liability company (“*Company*”), AMESBURY COMPANIES LLC, a Delaware limited liability company (“*Amesbury*”), TERRA COMPANIES LLC, a Delaware limited liability company (“*Terra*”), TROVE COMPANIES LLC, a Delaware limited liability company (“*Trove*”), ZEPHYR COMPANIES LLC, a Delaware limited liability company (“*Zephyr*”), the other parties that may become Grantors hereunder after the date hereof from time to time party hereto, (together with *Company*, *Amesbury*, *Terra*, *Trove* and *Zephyr*, individually a “*Grantor*” and collectively, the “*Grantors*”), in favor of WESTMOUNT GROUP LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, together with its successors and assigns, the “*Collateral Agent*”).

WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of June 10, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors hereby pledge and grant to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of the Grantors:

- A. all Trademarks and Trademark Licenses of the Grantors listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements and other violations thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Collateral excluded from the GCA.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark

Licenses made and granted hereby are more fully set forth in the GCA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DRAGONFLY HOLDINGS CO. LLC

By: Adam Malpocher
Name: Adam Malpocher
Title: CFO

AMESBURY COMPANIES LLC

By: Adam Malpocher
Name: Adam Malpocher
Title: CFO

TERRA COMPANIES LLC

By: Adam Malpocher

Name: Adam Malpocher

Title: CFO

ZEPHYR COMPANIES LLC

By: Adam Malpocher
Name: Adam Malpocher
Title: CFO

TROVE COMPANIES LLC

By: Adam Malpocher
Name: Adam Malpocher
Title: CFO

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DRAGONFLY HOLDINGS CO. LLC

By: _____
Name:
Title:

AMESBURY COMPANIES LLC

By: _____
Name:
Title:

ZEPHYR COMPANIES LLC

By: _____
Name:
Title:

TROVE COMPANIES LLC

By: _____
Name:
Title:

Accepted and Agreed:

WESTMOUNT GROUP LLC,
as Collateral Agent

By:  _____
Name: Marc Helwani
Title: Managing Partner

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Amesbury Home LLC	6203487	Wearable Acupressure
Amesbury Home LLC	4695148	Wearable Acupressure for Active Lifestyles
Amesbury Home LLC	4492747	Wearable Acupressure
Amesbury Home LLC	4747428	Aculief
Amesbury Home LLC	4425336	Aculief (CANCELLED)
Amesbury Home LLC	5426839	Radiate
Amesbury Home LLC	6117802	Radiate design
Amesbury Home LLC	90687702	Dew Well
Amesbury Home LLC	90418892	My Relief
Amesbury Home LLC	88940263	Caldo
Amesbury Home LLC	88141223	Isavera
Terra Companies LLC	5660039	Judee's Gluten Free
Trove Companies, LLC	5709612	Rodent Defense
Trove Companies, LLC	5726583	Exterminator's Choice
Impresa Products, LLC (Assignment Recorded to Zephyr)	4944768	Impresa (Design Mark)
Impresa Products, LLC (Assignment Recorded to Zephyr)	5040076	Mission Automotive (Design Mark)
Impresa Products, LLC (Assignment Recorded to Zephyr)	5204077	Evergreen Pet Supplies (Word Mark #1)

OWNER	REGISTRATION NUMBER	TRADEMARK
Impresa Products, LLC (Assignment Recorded to Zephyr)	6325686	Evergreen Pet Supplies (Word Mark #2)
Real Good Beverage Company LLC (in process)	5056573	Real Good Coffee Co
Real Good Beverage Company LLC (in process)	5774906	Mornings Just Got Better

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Terra Companies LLC	90521298	Judee's
Terra Companies LLC	90697225	Confidence from Scratch
Trove Companies LLC	90610299	Vine Homecare
Impresa Products, LLC (Assignment Recorded to Zephyr)	90100621	Impresa (Word Mark)
Impresa Products, LLC (Assignment Recorded to Zephyr)	90064468	Mission Automotive (Word Mark)
Real Good Beverage Company LLC (in process)	87633031	Real Good Coffee Co
Real Good Beverage Company LLC (in process)	88822007	Love It or We'll Make It Right
Terra Companies LLC	90718339	Supplift

Trademark Licenses: