

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wear Pact, LLC		07/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Gerber Finance Inc.		
Street Address:	8 West 40th Street		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5162482	P	
Registration Number:	3807701	PACT	
Registration Number:	4875487	PACT	
Registration Number:	4751346	PACT	
Registration Number:	5445088	PACT	
Registration Number:	5815129	PACT	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	929759		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		

CH \$165.00 5162482

DATE SIGNED:	07/28/2021
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Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 20, 2021, is made by WEAR PACT, LLC, a Delaware limited liability company ("Grantor") with an address of 3200 Carbon Pl, Ste 102, Boulder, Colorado 80301, in favor of Gerber Finance Inc. ("Lender") with an address of 8 West 40th Street, 14th Floor, New York, NY 10018.

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, Lender and Gerber Finance Inc., as servicer for Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Grantor; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(a) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

"Patent License" means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use to any invention on which a Patent is in existence..

"Patents" means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations

and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright License including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent, Trademark or Copyright owned by Grantor, or (ii) injury to the Goodwill associated with any Trademark owned by Grantor.

Section 3. REPRESENTATIONS AND WARRANTIES. As of the date of this Agreement, Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto.

Section 4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of any Grantor's business may become abandoned, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) Grantor shall notify Lender within thirty (30) days of Grantor submitting an application for the registration of any new Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or similar office or agency together with the details thereof. Upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Lender) to evidence Lender's Lien on any new applications for registration of any Patent, Trademark or Copyright owned by Grantor including without limitation any continuations, divisionals, resissues or similar filings related to the Patents, Trademarks, and Copyrights owned by Grantor.

(c) In the event that any of the Intellectual Property Collateral material to the operation of any Grantor's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall take appropriate action regarding such infringement, misappropriation or dilution.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the

Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

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

WEAR PACT, LLC

By: 
Name: Alexander Cook
Title: Chief Financial Officer

ACCEPTED and ACKNOWLEDGED by:

GERBER FINANCE INC.

By: _____
Name:
Title:

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY
AGREEMENT

TRADEMARK
REEL: 007366 FRAME: 0525

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

WEAR PACT, LLC

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

GERBER FINANCE INC.

By:  _____
Name: Jennifer Palmer
Title: Chief Executive Officer

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. PATENT REGISTRATIONS

None

2. PATENT APPLICATIONS

None

3. PATENT LICENSES

None

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. TRADEMARK REGISTRATIONS

Mark	Country	Reg. No.	Reg. Date
P Design	United States	5162482	14-Mar-2017
PACT	United States	3,807,701	22-Jun-2010
PACT	United States	4,875,487	22-Dec-2015
PACT	United States	4,751,346	09-Jun-2015
PACT	United States	5,445,088	10-Apr-2018
PACT	United States	5,815,129	23-Jul-2019

2. TRADEMARK APPLICATIONS

Mark	Country	App. No.	Filing Date
CITY ZEN EARTH	United States	90/557,388	03-Mar-2021
EARTH'S FAVORITE	United States	90/066,497	22-Jul-2020
PACT	EU	18433182	19-Mar-2021
PACT	UK	UK00003613100	19-Mar-2021
PACT	Canada	2,093,411	19-Mar-2021
PACT	Australia	2,184,801	08-Jun-2021
PACT	New Zealand	1,173,956	19-Mar-2021

3. TRADEMARK LICENSES:

Licensor/Licensee	Agreement	Date of Agreement
Wear Pact, LLC is licensee of mark from Ecobabe	License of "Green Vibes Only" mark	7/14/2020
Wear Pact, LLC is licensee of mark from Tropical Boys, LLC	License of "Don't Panic, It's Organic" mark	7/9/2020
Wear Pact, LLC is the licensor of mark to Pact Co (Jessica Borg) and other agreements as to intellectual property and coexistence of same	License of "Pact" in Australia and other information relative to the use of intellectual property and coexistence of same	June 10, 2021

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. **COPYRIGHT REGISTRATIONS**

None

2. **COPYRIGHT APPLICATIONS**

None

3. **COPYRIGHT LICENSES**

None