

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664489

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perfume Spot, LLC		07/27/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Callodine Strategic Credit Fund II, LP		
Street Address:	3060 Peachtree Road		
Internal Address:	One Buckhead Plaza, Suite 225		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3869947	THE PERFUME SPOT	
Registration Number:	3689285	TREMENDOUS	
CORRESPONDENCE DATA			
Fax Number:	4045413372		
<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:	404-815-6500		
Email:	brook@kilpatricktownsend.com		
Correspondent Name:	William H. Brewster		
Address Line 1:	Kilpatrick Townsend & Stockton LLP		
Address Line 2:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Beth Rook		
SIGNATURE:	/Beth Rook/		
DATE SIGNED:	08/03/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") dated as of July 27, 2021, is between **CALLODINE STRATEGIC CREDIT FUND II, LP**, a Delaware limited partnership, as agent for itself and the other Lenders (together with its successors and assigns in such capacity, "Agent"), and **PERFUME SPOT, LLC**, a Texas limited liability company ("Grantor").

RECITALS

A. Grantor, certain of its affiliates from time to time party thereto, the lenders which are now or which hereafter become a party thereto (collectively, "Lenders" and each a "Lender") and Agent are party to that certain Loan and Security Agreement dated as of June 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Loan Agreement), pursuant to which Grantor has granted to Agent, for the benefit of Agent and Lenders, a security interest in all of its right, title and interest, presently existing or later acquired, in and to all of the Collateral.

B. In consideration of the financial accommodations provided to Grantor and its affiliates under the Loan Agreement, Grantor has agreed to grant to Agent, for the benefit of Agent and Lenders, a continuing security interest in and to all of Grantor's Intellectual Property Collateral (as defined herein).

AGREEMENT

Grantor hereby grants to Agent, for the benefit of Agent and Lenders, to secure the Obligations, a continuing security interest in all of Grantor's right, title, and interest in and to all of Grantor's patents, trademarks, tradenames, trademark registrations, service names, service marks, copyrights, licenses, formulas and other intellectual property and any and all applications therefor, whether now owned or hereafter acquired or arising and wherever located (the "Intellectual Property Collateral"), including the Intellectual Property Collateral set forth on Schedules A, B and C hereto, and all proceeds thereof (including without limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringement rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Agent's rights and remedies in the security interest granted herein are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Agent's rights, powers and interests are cumulative with every right, power or remedy provided herein. Agent's exercise of its rights, powers or remedies pursuant to this Agreement, the Loan Agreement or any other Loan Document does not preclude the simultaneous or later exercise of any or all other right, power or remedy provided herein or therein.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of New York.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought.

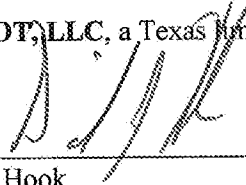
Any signatures delivered by a party by electronic transmission shall be deemed an original signature hereto.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTOR:

PERFUME SPOT, LLC, a Texas limited liability company

By: 
Name: David J. Hook
Title: President

AGENT:

CALLODINE STRATEGIC CREDIT FUND II, LP,
a Delaware limited partnership, as Agent

By: Callodine Strategic Credit Fund II GP, LLC,
its General Partner

By: 
Name: O. Scott Barfield
Title: Manager

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Application Date</u>
The Perfume Spot	3869947	November 2, 2010	77967533	March 24, 2010
Tremendous	3689285	September 29, 2009	77692197	March 16, 2009