

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
URSA MAJOR NATURAL CARE LLC		08/03/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ASSEMBLED BRANDS CAPITAL FUNDING LLC		
Street Address:	9 E. 19th Street, Third Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3982406	URSA MAJOR	
Registration Number:	4338996	URSA MAJOR	
Registration Number:	5783692	FOREST FIX	
Registration Number:	5857350	URSA MAJOR	
Registration Number:	5857641	HOPPIN' FRESH	
Registration Number:	5930384	BASE LAYER	
Registration Number:	6030923	VITAL SPRING	
Registration Number:	6390189	SUBLIME SAGE	
Serial Number:	88331938	URSA MAJOR	
Serial Number:	88389862	TRAILSIDE	
Serial Number:	88793683		
Serial Number:	90215327	THE APRÈS-ANYTHING FACE CREAM	
Serial Number:	90484420	FOREST ALCHEMY EYE CREAM	
Serial Number:	90484429	FOREST RX	
Serial Number:	90603120	HELLO HINOKI	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3177133500
Email: EBAUMHART@TAFTLAW.COM
Correspondent Name: Elizabeth Baumhart
Address Line 1: TAFT STETTINIUS & HOLLISTER LLP
Address Line 2: ONE INDIANA SQUARE, SUITE 3500
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	101781-00002
NAME OF SUBMITTER:	Elizabeth Baumhart
SIGNATURE:	/Elizabeth Baumhart/
DATE SIGNED:	08/06/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, is entered into as of August 3, 2021 (this “Agreement”), by and between **URSA MAJOR NATURAL CARE LLC**, a Delaware limited liability company, with a place of business at 28 Stowe Street, Suite 2, Waterbury, VT 05676 (“Borrower”), and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 9 E. 19th Street, Third Floor, New York, NY 10003 (together with its successors and assigns, “Lender”).

RECITALS

WHEREAS, Lender has extended Loans to Borrower pursuant to the terms and conditions of that certain Credit and Security Agreement, dated as of the date hereof, by and between Borrower and Lender (as amended, restated, amended and restated, or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, under the terms of the Credit Agreement, Borrower has granted Lender a security interest in, among other property, all of Borrower’s trademarks, tradenames, patents, copyrights and other intellectual property; and

WHEREAS, this Agreement is executed for the purpose of pledging Borrower’s intellectual property as security for the Borrower’s Obligations owed to Lender under the Credit Agreement and the other Loan Documents.

1. **Grant of Security Interest.** Borrower hereby grants to Lender a security interest in and lien on all of the intellectual property assets owned by Borrower, including without limitation all patents, trademarks, and copyrights set forth on **Exhibit 1** attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source codes associated with such intellectual property, all goodwill of the business of Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto), in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively, the “IP Collateral”).

2. **Recordation.** Borrower 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 Lender.

3. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms, or provisions of this Agreement and the Credit Agreement, the definitions, terms, or provisions of the Credit Agreement shall control, except in connection with goodwill in which case this Agreement shall control. The rights and remedies of Lender with

respect to the IP Collateral are as provided by the Credit Agreement and the other Loan 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 be deemed 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 format (i.e., “pdf” or “tif”) shall be effective as if delivered as 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.

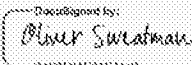
6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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 parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORROWER:

URSA MAJOR NATURAL CARE LLC,
a Delaware limited liability company

By: 
Name: Oliver Sweatman
Title: Co-Founder and CEO

Agreed and accepted:

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC,
a Delaware limited liability company

By: _____
Name: Michael Lipkin
Title: Chief Operating Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORROWER:

URSA MAJOR NATURAL CARE LLC,
a Delaware limited liability company

By: _____

Name: Oliver Sweatman

Title: Co-Founder and CEO

Agreed and accepted:

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC,
a Delaware limited liability company

Michael Lipkin

By: _____

Name: Michael Lipkin

Title: Chief Operating Officer

EXHIBIT 1

List of Patents, Trademarks, and Copyrights

TRADEMARKS

Mark	Country	Owner of Mark	Registration no.	Registration Date
URSA MAJOR	US	Ursa Major Natural Care LLC	3,982,406	06/21/2011
URSA MAJOR	US	Ursa Major Natural Care LLC	4,338,996	05/21/2013
FOREST FIX	US	Ursa Major Natural Care LLC	5,783,692	06/18/2019
URSA MAJOR	US	Ursa Major Natural Care LLC	5,857,350	09/10/2019
HOPPIN' FRESH	US	Ursa Major Natural Care LLC	5,857,641	09/10/2019
BASE LAYER	US	Ursa Major Natural Care LLC	5,930,384	12/10/2019
VITAL SPRING	US	Ursa Major Natural Care LLC	6,030,923	04/07/2020
SUBLIME SAGE	US	Ursa Major Natural Care LLC	6,390,189	06/15/2021
URSA MAJOR	AU	Ursa Major Natural Care LLC	2022331	05/10/2019
URSA MAJOR	EU	Ursa Major Natural Care LLC	1476426	05/10/2019
URSA MAJOR	JP	Ursa Major Natural Care LLC	1476426	05/10/2019

TRADEMARK APPLICATIONS

Mark	Country	Owner of Mark	Serial no.	Filing Date
URSA MAJOR	US	Ursa Major Natural Care LLC	88/331,938	03/08/2019
TRAILSIDE	US	Ursa Major Natural Care LLC	88/389,862	04/17/2019
[Design – Bear with star]	US	Ursa Major Natural Care LLC	88/793,683	02/11/2020
THE APRÈS-ANYTHING FACE CREAM	US	Ursa Major Natural Care LLC	90/215,327	09/27/2020
FOREST ALCHEMY EYE CREAM	US	Ursa Major Natural Care LLC	90/484,420	01/23/2021

FOREST RX	US	Ursa Major Natural Care LLC	90/484,429	01/23/2021
HELLO HINOKI	US	Ursa Major Natural Care LLC	90/603,120	03/25/2021
URSA MAJOR	CA	Ursa Major Natural Care LLC	1973475	07/02/2019

PATENTS

None.

Exhibit 1 - 3

COPYRIGHTS

None.

Exhibit 1 - 4

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RECORDED: 08/06/2021

**TRADEMARK
REEL: 007381 FRAME: 0574**