

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM675003

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BUFF CITY SOAP HOLDINGS, LLC		09/15/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.		
<b>Street Address:</b>	10 South Dearborn, Floor L2		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87915782	SOAP MAKERY	
<b>Serial Number:</b>	87915691	WASH THAT ASH	
<b>Serial Number:</b>	87915779	GET FRESH WITH YOUR SOAP	
<b>Serial Number:</b>	87915785	BCS	
<b>Serial Number:</b>	87915792	BUFF CITY SOAP	
<b>Serial Number:</b>	87915817	FEROCIOUS BEAST	
<b>Serial Number:</b>	87259981	BUFF CITY SOAP	
<b>Serial Number:</b>	90064450	BUFF CITY SOAP	
<b>Serial Number:</b>	90064462	BUFF CITY SOAP	
<b>Serial Number:</b>	90064466	BUFF CITY SOAP	
<b>Serial Number:</b>	90064536	BUFF CITY SOAP	
<b>Serial Number:</b>	90114784	SKINIMALIST	
<b>Serial Number:</b>	90114796	SOAP WHIP	
<b>Serial Number:</b>	90249132	CRANK CITY	
<b>Serial Number:</b>	90268496	SMELL WONDERFUL	
<b>Serial Number:</b>	90268584	FRESH SOAP HANDMADE DAILY	
<b>Serial Number:</b>	90268627	TOKYO GREEN	
<b>Serial Number:</b>	90536813	SOAP WHIP	

CH \$465.00 87915782

**CORRESPONDENCE DATA****Fax Number:** 2147455390*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:** 2147455612**Email:** ngraham@winstead.com**Correspondent Name:** Nancy Graham c/o WINSTEAD PC**Address Line 1:** 2728 N. Harwood Street**Address Line 2:** Suite 500**Address Line 4:** Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	13312-744
--------------------------------	-----------

<b>NAME OF SUBMITTER:</b>	Nancy Graham
---------------------------	--------------

<b>SIGNATURE:</b>	/Nancy Graham/
-------------------	----------------

<b>DATE SIGNED:</b>	09/16/2021
---------------------	------------

**Total Attachments: 7**

source=Trademark Security Agreement Buff Clty 2021 4835-6062-0538 v#page1.tif

source=Trademark Security Agreement Buff Clty 2021 4835-6062-0538 v#page2.tif

source=Trademark Security Agreement Buff Clty 2021 4835-6062-0538 v#page3.tif

source=Trademark Security Agreement Buff Clty 2021 4835-6062-0538 v#page4.tif

source=Trademark Security Agreement Buff Clty 2021 4835-6062-0538 v#page5.tif

source=Trademark Security Agreement Buff Clty 2021 4835-6062-0538 v#page6.tif

source=Trademark Security Agreement Buff Clty 2021 4835-6062-0538 v#page7.tif

September 15, 2021

TRADEMARK SECURITY AGREEMENT

WHEREAS, BUFF CITY SOAP HOLDINGS, LLC, a Delaware limited liability company ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the IP Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of the date hereof (as said Pledge and Security Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, certain affiliates of the Grantor, and JPMorgan Chase Bank, N.A., as lender (on behalf of itself and the other Secured Parties, the "Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned by or owing to, and hereafter acquired Trademarks, trademark registrations, trademark applications and IP Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;

(2) all contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any Intellectual Property (the "IP Licenses"), each of which is referred to in Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

Notwithstanding the foregoing, the term "Trademark Collateral" and the foregoing grant shall not include, and no security interest shall attach to, any Excluded Property.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and

granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures On Following Page]

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

Acknowledged:


**GRANTOR:**

BUFF CITY SOAP HOLDINGS, LLC

By:   
Name: Wayne Moore  
Title: Co-President

**SECURED PARTY:**



JPMORGAN CHASE BANK, N.A





By:   
Name: Logan M. Bradstreet  
Title: Authorized Officer

Schedule 1  
to Trademark

Security Agreement

TRADEMARKS

Trademark	Default Image	Owner Name	Country	Application No.	Filing Date	Registration No.	Registration Date	Status
SOAP MAKERY		Buf City Soap Holdings, LLC	United States of America	87/915,782	10-May-2018	5,654,077	15-Jan-2019	Registered
WASH THAT ASH		Buf City Soap Holdings, LLC	United States of America	87/915,691	10-May-2018	5,637,700	25-Dec-2018	Registered
GET FRESH WITH YOUR SOAP		Buf City Soap Holdings, LLC	United States of America	87/915,779	10-May-2018	5,707,980	26-Mar-2019	Registered
BCS (Stylized)		Buf City Soap Holdings, LLC	United States of America	87/915,785	10-May-2018	5,654,078	15-Jan-2019	Registered
BUFF CITY SOAP (Stylized)		Buf City Soap Holdings, LLC	United States of America	87/915,792	10-May-2018	5,654,079	15-Jan-2019	Registered

FEROCIOUS BEAST		Buff City Soap Holdings, LLC	United States of America	87/915,817	10-May-2018	5,684,101	26-Feb-2019	Registered
BUFF CITY SOAP		Buff City Soap Holdings, LLC	United States of America	87/259,981	07-Dec-2016	5,399,187	13-Feb-2018	Registered
BUFF CITY SOAP (HORIZONTAL STYLIZED)		Buff City Soap Holdings, LLC	United States of America	90/064,450	21-Jul-2020			Published
BUFF CITY SOAP (HORIZONTAL STYLIZED GREEN)		Buff City Soap Holdings, LLC	United States of America	90/064,462	21-Jul-2020			Published
BUFF CITY SOAP (STACKED DESIGN B/W)		Buff City Soap Holdings, LLC	United States of America	90/064,466	21-Jul-2020	6,277,676	23-Feb-2021	Registered
BUFF CITY SOAP (STACKED DESIGN GREEN)		Buff City Soap Holdings, LLC	United States of America	90/064,536	21-Jul-2020	6,277,681	23-Feb-2021	Registered
Skinnalist		Buff City Soap Holdings, LLC	United States of America	90/114,784	14-Aug-2020			Published



SOAP (STYLIZED GREEN)	WHIP	<i>Soap Whip</i>	Buff City Soap Holdings, LLC	United States of America	90/114,796	14-Aug-2020			Published
Crank City			Buff City Soap Holdings, LLC	United States of America	90/249,132	12-Oct-2020			Published
Smell Wonderful			Buff City Soap Holdings, LLC	United States of America	90/268,496	21-Oct-2020			Published
Fresh Handmade Daily Soap			Buff City Soap Holdings, LLC	United States of America	90/268,584	21-Oct-2020			Pending
Tokyo Green			Buff City Soap Holdings, LLC	United States of America	90/268,627	21-Oct-2020			Published
Soap Whip (Word)			Buff City Soap Holdings, LLC	United States of America	90/536,813	19-Feb-2021			Pending

TRADEMARK APPLICATIONS

None

IP LICENSES

None