

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOLL & BRANCH, LLC		09/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Peapack-Gladstone Bank		
Street Address:	500 Hills Drive		
Internal Address:	Suite 300, P.O. Box 700		
City:	Bedminster		
State/Country:	NEW JERSEY		
Postal Code:	07921		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88828851	CRAFTED FOR THE COMMON GOOD	
Serial Number:	88807837	BOLL & BRANCH RESERVE	
Registration Number:	6344964		
Registration Number:	6317362	BOLL & BRANCH RESERVE	
Registration Number:	6215898	HELPING FROM HOME	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Ted.mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Gloria Sheehan		
SIGNATURE:	/Gloria Sheehan/		

OP \$140.00 88828851

DATE SIGNED:	09/21/2021
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Total Attachments: 10
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

BOLL & BRANCH, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Limited Liability Company

Citizenship: Delaware

Execution Date(s) September 20, 2021

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

- Yes
 No

Name: Peapack-Gladstone Bank

Internal
Address:

Street Address: 500 Hills Drive, Suite 300, P.O. Box 700

City: Bedminster

State: NJ

Country: USA

Zip: 07921

- Association Citizenship:
 General Partnership Citizenship:
 Limited Partnership Citizenship:
 Corporation Citizenship: New Jersey
 Other LLC Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other **SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT**

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached SCHEDULE 2

B. Trademark Registration No.(s) See Attached SCHEDULE 2
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.5(b)(6) & 3.41) \$

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment information:

- a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number
Authorized User Name:

9. Signature:

Signature

Gloria Sheehan
Name of Person Signing

September 20, 2021

Date

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*IP Security Agreement*"), dated as of September 20, 2021, is made by and among BOLL & BRANCH LLC, a Delaware limited liability company (the "*Grantor*"), in favor of PEAPACK-GLADSTONE BANK (the "*Secured Party*").

WHEREAS, the Grantor has executed and delivered to the Secured Party that certain Security Agreement, dated as of October 28, 2018 (as amended, supplemented and otherwise modified from time to time, the "*Security Agreement*"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with federal and state governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Grantor in, to and under the following (the "*IP Collateral*");

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "*Patents*");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "*Copyrights*");

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution

and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. Except as provided in Section 1(b) and solely with respect to United States intent-to-use trademark applications, the rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Amended and Restated Loan Agreement, dated as of September 14, 2021 (as amended, supplemented and otherwise modified from time to time), between Grantor and Secured Party, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies. This IP Security Agreement is supplemental to the Intellectual Property Security Agreement which was recorded in the United States Patent and Trademark Office on November 1, 2018 at Reel 6471, Frame 0885.

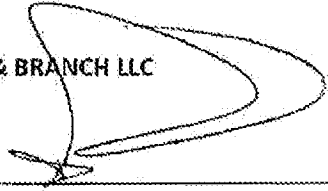
4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security 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 IP Security 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 IP Security 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]

BOLL & BRANCH LLC

By:  _____

Name: David Reid

Title: Chief Operating & Financial Officer

Address for Notices:

1 Prospect Street

Summit, NJ 07901

Attn: Scott Tannen

Agreed to and accepted:

PEAPACK-GLADSTONE BANK

By: _____

Name: _____

Title: _____

Address for Notices:

500 Hills Drive, Suite 300

P.O. Box 700

Bedminster, NJ 07921

Attn: Loan Servicing

[Signature page to IP Security Agreement]

TRADEMARK

REEL: 007426 FRAME: 0854

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

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BOLL & BRANCH LLC

By: _____

Name: David Reid

Title: Chief Operating & Financial Officer

Address for Notices:

1 Prospect Street
Summit, NJ 07901
Attn: Scott Tannen

Agreed to and accepted:

PEAPACK-GLADSTONE BANK

By: 

Name: PATRICK R. BROCKER

Title: Senior Managing Director

Address for Notices:

500 Hills Drive, Suite 300
P.O. Box 700
Bedminster, NJ 07921
Attn: Loan Servicing

[Signature page to IP Security Agreement]

SCHEDULE 1
PATENTS AND PATENT APPLICATIONS

None.

6676213.2

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

1. U.S. Federal Trademark Applications & Registrations

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
CRAFTED FOR THE COMMON GOOD	88828851	March 10, 2020			Published July 7, 2020	Boll & Branch LLC
BOLL & BRANCH RESERVE	88807837	February 24, 2020			Published June 16, 2020	Boll & Branch LLC
Design Only	88918289	May 15, 2020	6344964	May 11, 2021	Registered May 11, 2021	Boll & Branch LLC
BOLL & BRANCH RESERVE	88980863	February 24, 2020	6317362	April 6, 2021	Registered April 6, 2021	Boll & Branch LLC
HELPING FROM HOME	88918251	May 15, 2020	6215898	December 8, 2020	Registered December 8, 2020	Boll & Branch LLC

2. Canadian Trademark Application & Registration

None.

3. Chinese Trademark Applications

None.

4. European Union Trademark Registrations

None.

5. Indian Trademark Registrations

None.

6. Japanese Trademark Registrations

None.

SCHEDULE 3
COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.