

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHOENIX CAPITAL MANAGEMENT, LLC		11/08/2021	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	PARTNERS FOR GROWTH VI, L.P.		
Street Address:	1751 TIBURON BLVD.		
City:	TIBURON		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5428711	PRJKT RUBY	
Registration Number:	5428712	PROJECT RUBY	
Registration Number:	5064881	TAKE1GIVE1	
CORRESPONDENCE DATA			
Fax Number:	4154657308		
<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:	4153813283		
Email:	bg2@greenspan.org		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 LAGUNA RD		
Address Line 4:	MILL VALLEY, CALIFORNIA 94941		
NAME OF SUBMITTER:	BENJAMIN GREENSPAN		
SIGNATURE:	/BG/		
DATE SIGNED:	11/08/2021		
Total Attachments: 3			
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OP \$90.00 5428711

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice ("Trademark Agreement") is executed as of November 8, 2021 by PHOENIX CAPITAL MANAGEMENT, LLC, an Arizona limited liability company with its principal place of business at 7033 East Greenway Parkway, Suite 310, Scottsdale, AZ 85254 ("Assignor") and Partners for Growth VI, L.P., 1751 Tiburon Blvd., Tiburon, California 94920 ("Assignee") pursuant to a Cross-Corporate Continuing Guaranty and Security Agreement and an Intellectual Property Security Agreement of even date herewith by and between Assignor and Assignee (the "IPSA") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor's parent company on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and Lien in favor of Assignee in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IPSA;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and Lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of the IPSA providing therefor.

Executed as of the date first above written.

Assignor:

PHOENIX CAPITAL MANAGEMENT, LLC



By: _____

Name: Peter Ax

Title: Sole Member of Phoenix Capital Management, LLC

Assignee:

PARTNERS FOR GROWTH VI, L.P.

By _____

Name: _____

**Title: Manager, Partners for Growth VI, LLC
Its General Partner**

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor's parent company on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and Lien in favor of Assignee in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IPSA;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and Lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of the IPSA providing therefor.

Executed as of the date first above written.

Assignor:

PHOENIX CAPITAL MANAGEMENT, LLC

By: _____

Name: Peter Ax

Title: Sole Member, Phoenix Capital
Management

Assignee:

PARTNERS FOR GROWTH VI, L.P.

By Andrew Kahn

Name: Andrew Kahn

Title: Manager, Partners for Growth VI, LLC
Its General Partner

EXHIBIT 1

PHOENIX CAPITAL MANAGEMENT, LLC

Trademark Schedule

Trademark/Service Mark	Country	Application No.	Filing Date	Reg. / Serial No.	Reg. Date
PRJKT RUBY	USA		12/30/2014	5428711 86/492,670	3/20/2018
PROJECT RUBY	USA		12/30/2014	5428712 86/492,675	3/20/2018
TAKE1GIVE1	USA		12/30/2014	5064881 86/492680	10/18/2016