

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bedabox LLC		11/16/2021	Limited Liability Company: FLORIDA
Ruby Has LLC		11/16/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Truist Bank, as Collateral Agent		
Street Address:	303 Peachtree Street, N.E.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5040347	SHIPMONK	
Registration Number:	4787603	AUTHENTIC GLASSES	
Serial Number:	90534044	SHIPMONK	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8136		
Email:	mtydir@jonesday.com		
Correspondent Name:	Michael Tydir, Jones Day		
Address Line 1:	1221 Peachtree Street, NE		
Address Line 2:	Suite 400		
Address Line 4:	Atlanta, GEORGIA 30361		
NAME OF SUBMITTER:	Michael Tyder		
SIGNATURE:	/Michael Tydir/		
DATE SIGNED:	11/17/2021		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2021, made by BEDABOX LLC, a Florida limited liability company (“Bedabox”) and RUBY HAS LLC, a New York limited liability company (collectively with Bedabox, the “Grantors” and each individually, a “Grantor”), in favor of TRUIST BANK, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement dated as of the date hereof (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, each Lender (as defined in the Credit Agreement) from time to time party thereto, Truist Bank, as Administrative Agent, Collateral Agent and an L/C Issuer, and the other agents and parties party thereto.

WHEREAS, each Grantor is party to a Security Agreement, dated as of the date hereof (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of such Grantor’s right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantors when a counterpart hereof executed on behalf of each Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantors and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver

the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Owned Trademarks under this Trademark Security Agreement.

[Remainder Blank Intentionally; Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BEDABOX LLC
RUBY HAS LLC
each, as a Grantor

By: _____


Name: Jan Bednar

Title: Chief Executive Officer and
President

Accepted and Agreed:

TRUIST BANK,
as Collateral Agent

By: 

Name: Tim Cronin
Title: SVP


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007497 FRAME: 0362

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

U.S. Trademark Registrations

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No</u>
BEDABOX LLC		Registered September 13, 2016	5040347
RUBY HAS LLC	AUTHENTIC GLASSES	Registered August 4, 2015	4787603

U.S. Trademark Applications

<u>Grantor</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
BEDABOX LLC	SHIPMONK	Filed February 18, 2021	90534044