

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTERN RISE, INC.		12/02/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GZ IMPACT FUND I, L.P.		
Street Address:	1324 15TH STREET		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4863987	WESTERN RISE	
Registration Number:	4800730	WESTERN RISE	
Registration Number:	6121851	APPAREL, ELEVATED.	
Registration Number:	6121852	APPAREL, ELEVATED.	
Registration Number:	5896430	EVOLUTION	
Registration Number:	5896431	STRONGCORE	
Registration Number:	5977146	AIRLIGHT	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	13032231100		
Email:	DNTrademarkDocket@BHFS.com		
Correspondent Name:	Sarah K. Dewar		
Address Line 1:	410 SEVENTEENTH STREET, SUITE 2200		
Address Line 4:	DENVER, COLORADO 80202		
NAME OF SUBMITTER:	Sarah K. Dewar		
SIGNATURE:	/Sarah K. Dewar/		
DATE SIGNED:	12/02/2021		

OP \$190.00 4863987

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**IP Security Agreement**”), is made by WESTERN RISE, INC., a Delaware corporation (the “**Grantor**”) in favor of GZ IMPACT FUND I, L.P., a Delaware limited partnership (together with its successors and assigns, the “**Lender**”).

WHEREAS, pursuant to the Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), between Grantor, as borrower, and Lender, Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Lender, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including all of Grantor’s copyrights, trademarks, and patents, as applicable, and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Lender, as follows:

1. Grant of Security. Grantor hereby grants to the Lender, a security interest in all of Grantor’s right, title and interest in and to the following (the “**Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Indebtedness:

(a) all Owned Intellectual Property consisting of trademarks, as identified in Schedule 1 (but excluding in all cases any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above; and

(b) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in (a) above, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above.

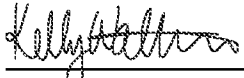
2. Recordation. Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.
3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
4. Governing Law. Section 8.12 of the Credit Agreement is incorporated *mutatis mutandis*.
5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement, as applicable, shall govern.
6. Notice. Section 8.3 of the Credit Agreement is incorporated *mutatis mutandis*.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

WESTERN RISE, INC.,
a Delaware corporation

By: 

Name: Kelly Watters

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007515 FRAME: 0894

LENDER:

GZ IMPACT FUND I, L.P.
a Delaware limited partnership

DocuSigned by:
Andrew T. Walvoord
By: _____
Name: Andrew T. Walvoord
Title: Vice President