

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM701758

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900659861

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RAREFORM, LLC		11/24/2021	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	WESTERN ALLIANCE BANK
<b>Street Address:</b>	600 Anton, Suite 150
<b>Internal Address:</b>	Attn: Brendan Donovan
<b>City:</b>	Costa Mesa
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92626
<b>Entity Type:</b>	Corporation: ARIZONA

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	90052644	ROMES
Serial Number:	90271598	RANGE
Serial Number:	86401798	BILLBOARD TO BAGS
Serial Number:	85831861	RAREFORM
Serial Number:	85783257	
Serial Number:	85783216	
Serial Number:	85783172	
Serial Number:	85783145	
Serial Number:	85183606	RAREFORM

## CORRESPONDENCE DATA

Fax Number:

*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.*

Email: ip@agilelegal.com

Correspondent Name: Gregori Morris

Address Line 1: 7831 Modern Oasis Drive

Address Line 2: GCA Law Partners LLP

<b>Address Line 4:</b>	San Diego, CALIFORNIA 92108
<b>ATTORNEY DOCKET NUMBER:</b>	WESTERN ALLIANCE - RAREEF
<b>NAME OF SUBMITTER:</b>	Gregori M. Morris
<b>SIGNATURE:</b>	/Gregori M. Morris/
<b>DATE SIGNED:</b>	01/12/2022
<b>Total Attachments: 3</b> source=WAL_Rareform_Intellectual Property Security Agreement_executed (1)#page1.tif source=WAL_Rareform_Intellectual Property Security Agreement_executed (1)#page2.tif source=WAL_Rareform_Intellectual Property Security Agreement_executed (1)#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 24, 2021 (the "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and RAREFORM, LLC, a California limited liability company ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of November 24, 2021 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

RAREFORM, LLC, a California limited liability company

By: DocuSigned by:  
*Alec Avedissian*  
6D95A9FFCC91423...

Name: Alec Avedissian

Title: Chief Executive Officer

Address for Notices:

Attn: Alec Avedissian  
5308 Derry Avenue, Suite A  
Agoura Hills, CA 91301  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By: DocuSigned by:  
*Jeff Brown*  
2D8EB4A50F8B495...

Name: Jeff Brown





Title: Senior Director

Address for Notices:

Attn: Brendan Donovan  
600 Anton, Suite 150  
Costa Mesa, California 92626  
Tel: (949) 438-4012  
Fax: (408) 282-1681

EXHIBIT B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
ROMES	90052644	6368441		7-14-2020
Range	90271598			10-22-2020
BILLBOARD TO BAGS	86401798	5098129		9-22-2014
RAREFORM	85831861	4395812		1-24-2013
RAREFORM	85831861	4395812		1-24-2013
	85783257	4364727		11-19-2012
	85783216	4387182		11-19-2012
	85783172	4383186		11-19-2012
	85783145	4364719		11-19-2012
RAREFORM	85183606	4313489		11-23-2010