OP \$40.00 87788764

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM706846

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNCHARTED SUPPLY COMPANY, INC.		06/22/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Celtic Bank Corporation	
Street Address:	268 S State St, Ste 300	
City:	Salt Lake City	
State/Country:	UTAH	
Postal Code:	84111	
Entity Type:	Corporation: UTAH	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87788764	THE SEVENTY2

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.

Phone: 8013206588

Email: lrinaldi@celticbank.com

Correspondent Name: Leslie Rinaldi Address Line 1: 268 S State St

Address Line 2: Ste 300

Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:	Leslie K Rinaldi
SIGNATURE:	// Leslie K Rinaldi //
DATE SIGNED:	02/07/2022

Total Attachments: 11

source=062221 Intellectual Property Security Agreement#page1.tif source=062221 Intellectual Property Security Agreement#page2.tif source=062221 Intellectual Property Security Agreement#page3.tif source=062221 Intellectual Property Security Agreement#page4.tif

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Principal Loan Amount: \$1,000,000

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of <u>June 22, 2021</u> is made by and Uncharted Supply Company, Inc. a <u>Delaware</u> corporation authorized to do business in the state of Utah ("Borrower") in favor of Celtic Bank Corporation (the "**Lender**"), a Utah state corporation.

WHEREAS, the Borrower has entered into Business Loan Agreements dated as of even date (the "Loan Agreement"), with the Lender; and

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Borrower has executed and delivered to the Lender that certain Security Agreement dated as of <u>June 22, 2021</u> made by and among the Borrower and the Lender (the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower and has agreed to execute and deliver this IP Security Agreement for recording with 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 parties agree as follows:

- 1. <u>Grant of Security</u>. Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (the "IP Collateral"):
 - (a) omitted
 - (b) the trademark registrations and applications set forth in <u>Schedule 1</u> hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");
 - (c) all rights of any kind whatsoever of 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. <u>Recordation</u>. Borrower authorizes the Commissioner for Patents to record and register this IP Security Agreement upon request by the Lender.
- 3. <u>Loan Documents</u>. 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. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

362121 Uncharted IP Scorrity Agreements

Principal Loan Amount: \$1,000,000

- 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. <u>Successors and Assigns</u>. 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 Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

IN WITNESS WHEREOF, Borrower 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.

UNCHARTED SUPPLY COMPANY, INC.

Occusioned by:

Christian Schauf

Name: Christian Schauf

Title: President & Chief Executive Officer

Address for Notices:

1260 Iron Horse Dr. Suite A

Park City, UT 84060

062221 Uncharted IP Security Agreement Page 2 of 4

Principal Loan Amount: \$1,000,000

AGREED TO AND ACCEPTED:

CELTIC BANK CORPORATION

By: Daniel Godfrey

Name: Daniel Godfrey

Title: Senior Vice President

Address for Notices:

268 S. State Street, Suite 300 Salt Lake City, UT 84111

Principal Loan Amount: \$1,000,000

SCHEDULES

SCHEDULE 1

TRADEMARKS

Patents

Title	Jurisdiction	Serial Number	Filing/Regisration Date	[Record Owner]
THE SEVENTY2	United States		Filing: February 7, 2018 Reg: May 21, 2019	UNCHARTED SUPPLY COMPANY, INC. (DE)

062221 Unchartest IP Security Agreement Page 3-6f-4



United States Patent and Trademark Office

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Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Fri Jun 25 03:17:23 EDT 2021

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Start List At:	OR Jump to record:	Record 1 out of 4	
TSDP ASSIGN	sinc TIAD Shifts (Use the	"Back" button of the Internet Browser to return	to

THE SEVENTY2

Word Mark THE SEVENTY2

Services

Goods and IC 005. US 006 018 044 046 051 052. G & S: emergency and natural disaster survival kits comprising primarily of first aid kit, antibacterial wipes, sunscreen and one or more of the following items, namely, shovel, multi-function hand tools containing pliers, screwdriver, bottle opener, nail file, knife blade, safety goggles, air-filtration mask, battery charger with integrated radio and flashlight, hand warmers, water filtration apparatus, flashlight, duct tape, empty plastic bladder for holding liquid, empty water bottle, tent, paracord, blanket, gloves, hat, glow sticks, grainbased ready to eat meals, matches, insert to organize contents of the kit, backpack; parts and accessories for emergency and natural disaster survival kits, namely, refill kits comprising primarily of first aid kit, antibacterial wipes, sunscreen, FIRST USE: 20160901, FIRST USE IN COMMERCE: 20160901

> IC 008. US 023 028 044. G & S: emergency and natural disaster survival kits comprising primarily of shovel, multifunction hand tools containing pliers, screwdriver, bottle opener, nail file, knife blade and one or more of the following items, namely, first aid kit, antibacterial wipes, sunscreen, safety goggles, air-filtration mask, battery charger with integrated radio and flashlight, hand warmers, water filtration apparatus, flashlight, duct tape, empty plastic bladder for holding liquid, empty water bottle, tent, paracord, blanket, gloves, hat, glow sticks, grain-based ready to eat meals, matches, insert to organize contents of the kit, backpack; parts and accessories for emergency and natural disaster survival kits, namely, refill kits comprising primarily of shovel, multi-function hand tools containing pliers, screwdriver, bottle opener, nail file, knife blade, FIRST USE: 20160901, FIRST USE IN COMMERCE: 20160901

IC 018. US 001 002 003 022 041. G & S: backpacks. FIRST USE: 20161101. FIRST USE IN COMMERCE: 20161101

Standard Characters Claimed

Mark **Drawing**

(4) STANDARD CHARACTER MARK

Code

Serial Number

87788764

Filing Date February 7, 2018

Current **1A Basis**

Original 1A;1B Filing Basis

Published

December 25, 2018 for

Opposition

 $\textbf{Registration}_{\ 5754527}$

Number

Registration May 21, 2019 Date

(REGISTRANT) UNCHARTED SUPPLY COMPANY, INC. CORPORATION DELAWARE 836 E. CANYON GATE Owner

ROAD PARK CITY UTAH 84098

Recorded

Assignment ASSIGNMENT RECORDED

Attorney of Record

Jolly-Johanna L. Northrop

Type of Mark

TRADEMARK

Register

PRINCIPAL

Live/Dead Indicator

LIVE

SHOULD FREE FORM PROPERTY SEARCH OF BOOK CONTRACTOR TOP NEXT DOC LAST DOC

| HOME | SITE INDEX | SEARCH | BUSINESS | HELP | PRIVACY POLICY

Certificate Of Completion

Envelope Id: CB0AC9DB6C004721BCD91997FEB209AF

Subject: Please DocuSign: 062221 Uncharted IP Security Agreement

Source Envelope:

Document Pages: 6 Signatures: 2 Certificate Pages: 5 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator: Daniel Godfrey

268 S State St

Ste 300 Salt Lake City, UT 84111

dgodfrey@celticbank.com IP Address: 65.130.79.40

Record Tracking

Status: Original

6/25/2021 2:55:20 PM

Holder: Daniel Godfrey

dgodfrey@celticbank.com

Location: DocuSign

Signer Events

Christian Schauf

christian@unchartedsupplyco.com

CEO

Security Level: Email, Account Authentication

(None)

Signature

Christian Schauf

Signature Adoption: Pre-selected Style Using IP Address: 98.33.192.32

Timestamp

Sent: 6/25/2021 2:56:46 PM Viewed: 6/28/2021 10:45:59 AM Signed: 6/28/2021 10:46:09 AM

Electronic Record and Signature Disclosure:

Accepted: 6/28/2021 10:45:59 AM

ID: 8fba6ce7-f684-406f-8388-605ebcd806b3

Daniel Godfrey

dgodfrey@celticbank.com Senior Vice President

Celtic Bank

Security Level: Email, Account Authentication

(None)

Daniel Godfrey

Signature Adoption: Pre-selected Style Using IP Address: 65.130.79.40

Sent: 6/25/2021 2:56:46 PM Viewed: 6/25/2021 2:56:57 PM

Signed: 6/25/2021 2:57:01 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Editor Delivery Events Timestamp Status

Agent Delivery Events Timestamp Status

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

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Mike Dufner

mike@unchartedsupplyco.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sent: 6/25/2021 2:56:46 PM

Timestamp

Carbon Copy Events

Status

COPIED

Timestamp

Tami Anderson

tanderson@celticbank.com

Portfolio Manager

Celtic Bank

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sent: 6/25/2021 2:56:47 PM Viewed: 6/27/2021 8:48:23 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/25/2021 2:56:47 PM
Certified Delivered	Security Checked	6/25/2021 2:56:57 PM
Signing Complete	Security Checked	6/25/2021 2:57:01 PM
Completed	Security Checked	6/28/2021 10:46:09 AM
Payment Events	Status	Timestamps
Electronic Record and Signature	Disclosure	

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From time to time, Celtic Bank (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the $\tilde{A}|I$ agree \tilde{A}^{\dagger} button at the bottom of this document.

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To advise Celtic Bank of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at aquinn@celticbank.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

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Required hardware and software

Operating Systems:	Windows2000¬ or WindowsXP¬
Browsers (for SENDERS):	Internet Explorer 6.0¬ or above
Browsers (for SIGNERS):	Internet Explorer 6.0¬, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	\tilde{A}^2 Allow per session cookies \tilde{A}^2 Users accessing the internet behind a Proxy Server must enable HTTP
bearings.	A Coers accessing the interior behind a rioxy server must chable it in

1.1 settings via proxy connection

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the $\tilde{A}|I$ agree \tilde{A}^{\dagger} button below.

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TRADEMARK
REEL: 007627 FRAME: 0402

RECORDED: 02/07/2022

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