

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM714489

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LPHH, LLC		03/15/2022	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC Bank, USA, as Administrative Agent		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87325626	HALF A BIKE	
<b>Registration Number:</b>	5765256	LPHH SOLUTIONS SOFTWARE	
<b>Registration Number:</b>	5377280	LPHH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	18888295819		
<b>Email:</b>	john.cunningham@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	208 S. LaSalle		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Diandra M. LaMantia		
<b>SIGNATURE:</b>	/Diandra M. LaMantia/		
<b>DATE SIGNED:</b>	03/15/2022		
<b>Total Attachments: 8</b>			
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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

LPHH, LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other limited liability company \_\_\_\_\_

Citizenship (see guidelines) California

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) March 15, 2022

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: CIBC Bank USA, as Administrative Agent

Street Address: 120 South LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

87325626

B. Trademark Registration No.(s)

5765256; 5377280

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3274

Docket Number: \_\_\_\_\_

Email Address: lamantia@chapman.com

**6. Total number of applications and registrations involved:**

3

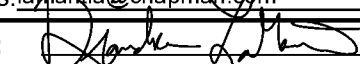
**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** , for Chapman and Cutler LLP

3/15/22

Signature

Date

Diandra M. LaMantia, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **8**

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**THIS TRADEMARK COLLATERAL AGREEMENT**, dated as of March 15, 2022 (this “Security Interest”), is made by LPHH, LLC, a California limited liability company (“Grantor”), in favor of CIBC BANK USA, as Administrative Agent for the benefit of the Secured Parties (as defined in the Collateral Agreement referred to below) (the “Grantee”).

**WHEREAS**, reference is hereby made to (i) that certain Credit Agreement, dated as of the date hereof, among Grantor, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Grantee (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and (ii) that certain Guaranty and Collateral Agreement, dated as of the date hereof, between Grantor, the other Loan Parties from time to time party thereto and the Grantee (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”; the Collateral Agreement, together with the Credit Agreement, the “Credit Documents”);

**WHEREAS**, the Credit Documents require Grantor to execute and deliver this Security Interest;

**NOW, THEREFORE**, in consideration of the premises and in order to induce the Grantee and the Lenders to enter into the Credit Documents, Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Unless otherwise noted, capitalized terms used herein without definition shall have the definitions given to them in the Credit Agreement or the Collateral Agreement, as applicable.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** As security for the prompt and complete payment and performance when due of all of its Obligations, Grantor does hereby pledge and grant to the Grantee, for the benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of Grantor in, to and under all of the following, or in which or to which Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the “Trademark Collateral”):

- (i) all Trademarks and all licenses providing for the grant by or to Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule A hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**SECTION 3. Recordation.** Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Security Interest.

**SECTION 4. Credit Documents.** The assignment made, and security interest granted, pursuant to this Security Interest is made and granted in conjunction with the assignment made, and security interest granted, to the Grantee pursuant to the Credit Documents, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the assignment of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

**SECTION 5. Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral of Grantor, and, subject to the exercise of any right or remedy by the Grantee and Grantor further agrees that Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of Grantor with respect to all Trademark Collateral.

**SECTION 6. Counterparts; Electronic Communication and Signatures.** This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be in the form of an electronic record and may be executed using electronic signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Grantee of a manually signed paper communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed communication converted into another format, for transmission, delivery and/or retention. Governing Law. The validity, interpretation and enforcement of this Security Interest and any dispute arising out of or in connection with this Security Interest shall be governed by the internal laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), without regard to conflict of laws principles that would result in the application of a different law.


**SECTION 8. Miscellaneous.** This Security Interest shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective successors and permitted assigns. The Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. Grantor may not assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the

remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

*[Remainder of Page Intentionally Left Blank; Signatures Follow]*

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

LPHL, LLC, as Grantor

By:   
Name: Joriny Borok  
Title: Chief Financial Officer

CIBC BANK USA,  
as Grantee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

LPHL, LLC, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CIBC BANK USA,  
as Grantee

By: Adam Ruchim  
Name: Adam Ruchim  
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT – LPHL, LLC (2022)]