

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACHA SOAP CO.		04/13/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Montage Capital II, L.P.		
Street Address:	900 East Hamilton Avenue, Suite 100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6411769		
Registration Number:	6373427	SOLI	
Registration Number:	5886658	PACHA SOAP CO	
Registration Number:	5777502	SALT BLOCK	
Registration Number:	5771442	SHOWER BOOST	
Registration Number:	5714296	PACHA SOAP CO	
Registration Number:	5537009	PACHA SOAP CO	
Registration Number:	5164818	PACHA SOAP EARTH CAPTURED IN A BAR	
Registration Number:	5150852	PACHA SOAP EARTH CAPTURED IN A BAR	
Registration Number:	4663767	RAISE THE BAR	
Registration Number:	5483367	DIRTY HIPPIE	
Registration Number:	5503611	AMAZI	
Registration Number:	5330495	FROTH BOMB	
Registration Number:	4958372	PUMP IT UP! A CLEAN WATER CAMPAIGN	
Registration Number:	4958371	PUMP IT UP! A CLEAN WATER CAMPAIGN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

OP \$390.00 6411769

Phone: 6506483802
Email: PATTY@PATTYCHENG.COM
Correspondent Name: PATTY CHENG
Address Line 1: 2625 MIDDLEFIELD RD., #215
Address Line 4: PALO ALTO, CALIFORNIA 94306

NAME OF SUBMITTER: Patty Cheng

SIGNATURE: /s/ Patty Cheng

DATE SIGNED: 04/14/2022

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 13, 2022 by and between Pacha Soap Co., a Delaware corporation, (“Parent”) Pacha International LLC, a Delaware limited liability company (“Pacha LLC”), Soli International LLC, a Delaware limited liability company (“Soli LLC”) and Montage Capital II, L.P., a Delaware limited partnership (“Lender”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Parent, Pacha LLC and Soli LLC (individually and collectively, collectively, “Borrower”) under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrower hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any intellectual property which Borrower obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

405 W. 2nd Street
Hastings, NE 68901
Attn: Andrew Vrbas, CEO

BORROWER:

PACHA SOAP CO.

By: Kevin F. Coiffard
Name: Kevin F. Coiffard
Title: CFO

PACHA INTERNATIONAL LLC

By: Kevin F. Coiffard
Name: Kevin F. Coiffard
Title: CFO

SOLI INTERNATIONAL LLC

By: Kevin F. Coiffard
Name: Kevin F. Coiffard
Title: CFO

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

LENDER:

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Mike Rose

MONTAGE CAPITAL II, L.P.

By: 

Name: MICHAEL J. ROSE

Title: MANAGING DIRECTOR