

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bold Strategies, Inc.		04/28/2022	Corporation: ARKANSAS
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: 17			
Property Type	Number	Word Mark	
Registration Number:	5386444	APPRECIATION IN A BOX	
Registration Number:	5400382	BOLD RETAIL	
Registration Number:	5526561	OZARK HANDMADE	
Registration Number:	5539111	TENT POWER	
Registration Number:	5573511	CHOOSY CHEF	
Registration Number:	5613901	AMERICA'S EMPLOYEE OF THE MONTH	
Registration Number:	5904821	GLACIERBOX	
Registration Number:	6030102	MALABAR HILLS	
Registration Number:	6042132	BOLD!	
Registration Number:	6131631	BOLD FULFILLMENT	
Registration Number:	6137846	REVIEWBRAIN	
Registration Number:	6143165	BOLD CAMPAIGNS	
Registration Number:	6223300	BOLD ANSWERS	
Registration Number:	6296674	UPSIDE DEALS	
Registration Number:	6365335	BOLD STRATEGIES	
Serial Number:	97018788	BOLD LABS	
Serial Number:	90369448	FOCUS BY BOLD	
CORRESPONDENCE DATA			

OP \$440.00 5386444

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: 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:	04/28/2022

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 28, 2022 by and between Bold Strategies, Inc., an Arkansas corporation (“Borrower”) 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 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:

3301 S. Market St., Suite 104
Rogers AR 72758
Attn: Allan Peretz, CEO

BORROWER:

Bold Strategies, Inc.

By: _____

Name: _____

Title: _____

Allan Peretz
Allan Peretz
President

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

LENDER:

Montage Capital II, L.P.

By: _____

Name: _____

Title: _____

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.

BORROWER:

Bold Strategies, Inc.

Address of Borrower:

3301 S. Market St., Suite 104
Rogers AR 72758
Attn: Allan Peretz, CEO

By: _____

Name: _____

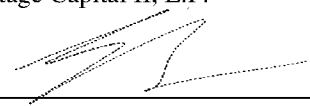
Title: _____

LENDER:

Montage Capital II, L.P.

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

By:  _____

Name: Eric Gonzales

Title: Managing Director

SCHEDULE B

Patents

If None, check this box:

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>

SCHEDULE C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
BOLD LABS	97018788		September 9, 2021
FOCUS BY BOLD	90369448		December 9, 2020
PIGGYPACK	88743204		*
APPRECIATION IN A BOX	87517342	5386444	January 23, 2018
BOLD RETAIL	87508846	5400382	February 13, 2018
OZARK HANDMADE	87664482	5526561	July 24, 2018
TENT POWER	87664440	5539111	August 14, 2018
CHOOSY CHEF	87664461	5573511	October 2, 2018
AMERICA'S EMPLOYEE OF THE MONTH	87841253	5613901	November 20, 2018
GLACIERBOX	88125597	5904821	November 5, 2019
MALABAR HILLS	88142930	6030102	April 7, 2020
BOLD!	88633833	6042132	April 28, 2020
BOLD FULFILLMENT	88511912	6131631	August 18, 2020
REVIEWBRAIN	88604269	6137846	August 25, 2020
BOLD CAMPAIGNS	88511907	6143165	September 1, 2020
BOLD ANSWERS	88682141	6223300	December 15, 2020
UPSIDE DEALS	88782890	6296674	March 16, 2021
BOLD STRATEGIES	88682150	6365335	May 25, 2021
BOLD BRAND	88682129		*

* — indicates dead, abandoned or cancelled trademark