

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Branded AcquiCo No 3, LLC		06/06/2022	Limited Liability Company: DELAWARE
Branded AcquiCo No 5, LLC		06/06/2022	Limited Liability Company: DELAWARE
Branded AcquiCo No 6, LLC		06/06/2022	Limited Liability Company: DELAWARE
Branded AcquiCo No 8, LLC		06/06/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kreos Capital VI (UK) Limited, as Security Agent		
Street Address:	Amf Building, 25 Old Burlington Street		
City:	London		
State/Country:	GREAT BRITAIN		
Postal Code:	W1S 3AN		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	6182394	KEY KETO	
Registration Number:	6127206	KEY NUTRIENTS	
Registration Number:	6177404	KEY NUTRIENTS PURVEYORS OF HEALTH AND HA	
Registration Number:	5921416	LIGHTS OUT	
Serial Number:	90893484	CLEAN YOUR WORLD	
Serial Number:	90684800	PLANT-POWERED CLEANING	
Serial Number:	88664381	PLANT-POWERED PERFORMANCE	
Serial Number:	90684797	PLANT-POWERED PRODUCTS	
Registration Number:	5067686	PURACY	
Registration Number:	5068672	PURACY	
Registration Number:	6599861	PURACY	
Registration Number:	5364832	PURACY	
Registration Number:	6599860	PURACY	
Registration Number:	6058809	PURACY	

CH \$615.00 6182394

Property Type	Number	Word Mark
Registration Number:	5695143	ROCKIN' GREEN
Serial Number:	87903554	ROCKIN GREEN
Serial Number:	97300676	ECLA
Registration Number:	5423227	FRESH HERITAGE
Registration Number:	5760466	O NATURALS
Registration Number:	5594919	ROUGH STACHE
Registration Number:	5594947	ROUGH STACHE
Registration Number:	5459365	ACUMOBILITY
Registration Number:	4904541	ACU-RUNNING
Registration Number:	5139946	ECLIPSE ROLLER

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	06/08/2022

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, is dated as of June 6th2022 (as amended, restated, amended and restated, supplemented or otherwise modified, the “Intellectual Property Security Agreement”), by and among each of the signatories hereto under the heading “Grantors” (collectively, the “Grantors” and each individually a “Grantor”) and **KREOS CAPITAL VI (UK) LIMITED**, a company incorporated under the laws of England & Wales with company number 11535385 (“Kreos”), in its capacity as Security Agent under the Loan Agreement (as defined below) (in such capacity, together with its successors and permitted assigns in such capacity, the “Security Agent”).

A. **BACG BRANDED ASSET CO GMBH**, a limited liability company incorporated under the laws of Germany and registered with the commercial register at the local court of Charlottenburg under registration number HRB 220432 B whose registered office is at Schinkelplatz 5, 10117 Berlin, Germany (the “Borrower”, which term shall also refer to Branded Group Assets SARL, a Luxembourg private limited liability company (a société à responsabilité limitée) registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Sociétés– RCSL) under nr B259340, as of the date of the publication of the shareholder resolutions of Branded Group Assets SARL approving the Merger), **BRANDED E-COMMERCE HOLDING GMBH**, a limited liability company incorporated under the laws of Germany and registered with the commercial register at the local court of Charlottenburg under registration number HRB 220471 B whose registered office is at Schinkelplatz 5, 10117 Berlin, Germany (the “Parent”; which term shall also refer to Branded Group SA, a Luxembourg public limited liability company (a société anonyme) registered with the RCSL under nr B255297, as of the date of the publication of the resolutions of the extraordinary general meeting of Branded Group SA approving the Merger), and Kreos in its capacity as the Lender, the Security Agent and the Agent have entered into an Agreement for the Provision of Loan Facilities of up to €95,000,000, dated as of March 11, 2022, (as amended, restated, amended and restated, supplemented or otherwise modified, the “Loan Agreement”).

B. As a condition to extending credit or otherwise making financial accommodations available to or for the account of Borrower, the Grantors and the Security Agent, amongst others, entered into that certain Security Agreement, dated as of April 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified, the the “Security Agreement”), pursuant to which each Grantor granted to the Security Agent a Lien on and Security Interest in, all right, title, and interest of each Grantor, in and to certain property, including the IP Collateral (as defined below). Capitalized terms used and not defined herein have the meanings given such terms in the Loan Agreement or the Security Agreement, as applicable.

C. In connection with the Security Agreement, the Grantors and the Security Agent are executing this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Security Agent a Lien on and Security Interest in, all right, title, and interest of each Grantor, whether now owned or existing or hereafter created, acquired or arising, in and to all Software, patents, trademarks, copyrights, and all other intellectual property rights, including all applications, registrations, and licenses therefor (including the registrations and applications set forth on Schedules A, B and C hereto), and all goodwill of the business connected therewith or represented thereby and all proceeds of the foregoing (collectively, the “IP Collateral”); provided that, notwithstanding the

foregoing, the term “IP Collateral” does not include (and no Lien or Security Interest is granted hereunder on or in) any of the following: (x) any Excluded Property (including any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed)) and (y) any other properties, assets or rights otherwise excluded from Collateral under the Loan Documents.

SECTION 2. Recordation. Each Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.

SECTION 3. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Execution in Counterparts. This Intellectual Property 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. This Intellectual Property Security Agreement shall become effective when it shall have been executed by each Grantor and the Security Agent, and the Security Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto.

SECTION 5. Governing Law. This Intellectual Property Security Agreement shall be deemed to have been made in the State of New York and shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of laws (other than Section 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

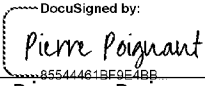
SECTION 6. Electronic Execution. The words “delivery,” “execute,” “execution,” “signed,” “signature,” and words of like import in this Intellectual Property Security Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Security Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Security Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Security Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, upon the request of the Security Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

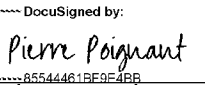
“GRANTORS”

BRANDED ACQUICO No 3, LLC

By 
Name Pierre Poignant
Title ~~Director~~ Manager

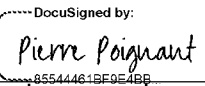
6/6/2022
AE B&B LLP

BRANDED ACQUICO No 4, LLC

By 
Name Pierre Poignant
Title ~~Director~~ Manager

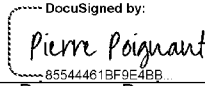
6/6/2022
AE B&B LLP

BRANDED ACQUICO No 5, LLC

By 
Name Pierre Poignant
Title ~~Director~~ Manager

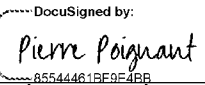
6/6/2022
AE B&B LLP

BRANDED ACQUICO No 6, LLC

By 
Name Pierre Poignant
Title ~~Director~~ Manager

6/6/2022
AE B&B LLP

BRANDED ACQUICO No 8, LLC

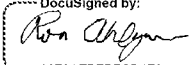
By 
Name Pierre Poignant
Title ~~Director~~ Manager

6/6/2022
AE B&B LLP

[Signature Page to Intellectual Property Security Agreement]



Accepted and agreed to as of the date first above written.




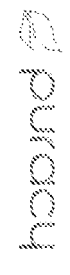
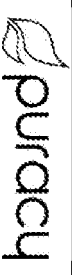
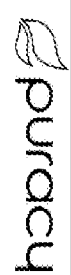


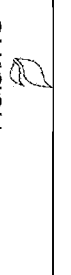
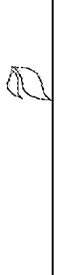
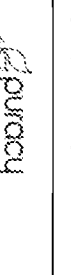
KREOS CAPITAL VI (UK) LIMITED, as
Security Agent


By  _____
Name Ross Ahlgren
Title Director

Schedule A

Trademark Registrations and Trademark Applications



Mark	Country	Status	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
Branded AcquiCo No 3, LLC							
KEY KETO	United States of America	Registered	Branded AcquiCo No 3, LLC	87/548968	31-Jul-2017	6182394	27-Oct-2020
KEY NUTRIENTS	United States of America	Registered	Branded AcquiCo No 3, LLC	87/543734	26-Jul-2017	6127206	18-Aug-2020
	United Kingdom	Registered	Branded AcquiCo No 3, LLC	3434798	8-Oct-2019	3434798	27-Dec-2019
	United Kingdom	Registered	Branded AcquiCo No 3, LLC	3306892	26-Apr-2018	3306892	27-Jul-2018
Key Nutrients Purveyors of Health and Happiness	United States of America	Registered	Branded AcquiCo No 3, LLC	87/626883	28-Sep-2017	6177404	20-Oct-2020
Key Nutrients Purveyors of Health and Happiness	United Kingdom	Registered	Branded AcquiCo No 3, LLC	3306892			
LIGHTS OUT	United States of America	Registered	Branded AcquiCo No 3, LLC	87/541652	25-Jul-2017	5921416	26-Nov-2019
Branded AcquiCo No 5, LLC							
CLEAN YOUR WORLD	Canada	Pending	Branded AcquiCo No 5, LLC	2128567	20-Aug-2021		
CLEAN YOUR WORLD	United States of America	Pending	Branded AcquiCo No 5, LLC	90/893484	20-Aug-2021		


 PLANT-POWERED CLEANING	United States of America	Pending	Branded AcquiCo No 5, LLC	90/684800	30-Apr-2021		
 PLANT-POWERED PERFORMANCE	United States of America	Registered	Branded AcquiCo No 5, LLC	88/664381	22-Oct-2019	6436812	3-Aug-2021
 PLANT-POWERED PRODUCTS	United States of America	Pending	Branded AcquiCo No 5, LLC	90/684797	30-Apr-2021		
	Canada	Published	Branded AcquiCo No 5, LLC	2127829	18-Aug-2021		
	China (People's Republic)	Registered	Branded AcquiCo No 5, LLC	24596025	9-Jun-2017	24596025	21-Sep-2019
	United States of America	Registered	Branded AcquiCo No 5, LLC	86/939497	14-Mar-2016	5067686	25-Oct-2016
	China (People's Republic)	Registered	Branded AcquiCo No 5, LLC	25738197	8-Aug-2017	25738197	28-Apr-2021
	China (People's Republic)	Registered	Branded AcquiCo No 5, LLC	45420327	14-Apr-2020	45420327	28-Aug-2021
	United States of America	Registered	Branded AcquiCo No 5, LLC	86/961578	1-Apr-2016	5068672	25-Oct-2016
	United States of America	Registered	Branded AcquiCo No 5, LLC	88/527818	22-Jul-2019	6599861	28-Dec-2021
	Hong Kong	Registered	Branded AcquiCo No 5, LLC	304167883	9-Jun-2017	304167883	6-Nov-2017

PURACY	Canada	Published	Branded AcquiCo No 5, LLC	2127830	18-Aug-2021		
PURACY	European Union	Unfiled (IR designation- will change to "Pending" once IR registers)	Branded AcquiCo No 5, LLC				
PURACY	Int'l Registration - Madrid Protocol Only	Pending	Branded AcquiCo No 5, LLC	A0118294	14-Jan-2022		
PURACY	United Kingdom	Unfiled (IR designation- will change to "Pending" once IR registers)	Branded AcquiCo No 5, LLC				
PURACY	United States of America	Registered	Branded AcquiCo No 5, LLC	87/468595	30-May-2017	5364832	26-Dec-2017
PURACY	United States of America	Registered	Branded AcquiCo No 5, LLC	88/527655	22-Jul-2019	6599860	28-Dec-2021
	United States of America	Registered	Branded AcquiCo No 5, LLC	88/702145	21-Nov-2019	6058809	19-May-2020
Rockin Green	United States of America	Registered	Branded AcquiCo No 5, LLC	87/903554	2-May-2018	56595142	1-Jun-2019

Rockin Green Logo	United States of America	Registered	Branded AcquiCo No 5, LLC	87/903649	2-May-2018	5695143	12-Mar-2019
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Branded AcquiCo No 6, LLC

	Canada	Registered	Branded AcquiCo No 6, LLC	1831310	5-Apr-2017	TMA1011366	17-Dec-2018
ECLA	United States of America	Pending	Branded AcquiCo No 6, LLC	97300676	8-Mar-2022		
FRESH HERITAGE	United States of America	Registered	Branded AcquiCo No 6, LLC	87/571721	16-Aug-2017	5423227	13-Mar-2018
	United Kingdom	Registered	Branded AcquiCo No 6, LLC	3375574	14-Feb-2019	3375574	3-May-2019
	United Kingdom	Registered	Branded AcquiCo No 6, LLC	3454443	29-Dec-2019	3454443	20-Mar-2020
MEND SKINCARE (SERIES)	United Kingdom	Registered	Branded AcquiCo No 6, LLC	3456965	10-Jan-2020	3456965	27-Mar-2020
NATUREGO (SERIES)	United Kingdom	Registered	Branded AcquiCo No 6, LLC	3335950	4-Sep-2018	3335950	23-Nov-2018
	United States of America	Registered	Branded AcquiCo No 6, LLC	87/760788	18-Jan-2018	5760466	28-May-2019
	EU	Registered	Branded AcquiCo No 6, LLC		July 23, 2018	17934061	10-Jul-2019
	UK	Registered	Branded AcquiCo No 6, LLC		July 23, 2018	917934061	10-Jul-2019

POPPY AUSTIN	Int'l Registration - Madrid Protocol Only	Registered	Branded AcquiCo No 6, LLC	1192671	4-Oct-2013	1192671	4-Oct-2013
POPPY AUSTIN	United States of America	Registered	Branded AcquiCo No 6, LLC	79/142780	4-Oct-2013	4586623	19-Aug- 2014
POPPY AUSTIN (SERIES)	United Kingdom	Registered	Branded AcquiCo No 6, LLC	3010389	18-Jun- 2013	3010389	20-Sep-2013
QUICKSorb (SERIES)	United Kingdom	Registered	Branded AcquiCo No 6, LLC	3436118	14-Oct- 2019	3436118	10-Jan-2020
REBELS WAY	Canada	Pending	Branded AcquiCo No 6, LLC	2082458	4-Feb-2021		
ROUGH STACHE	United States of America	Registered	Branded AcquiCo No 6, LLC	87/823639	8-Mar-2018	5594919	30-Oct-2018
	United States of America	Registered	Branded AcquiCo No 6, LLC	87/825114	8-Mar-2018	5594947	30-Oct-2018

Branded AcquiCo No 8, LLC

ACUMOBILITY	United States of America	Registered	Branded AcquiCo No 8 LLC	86/533450	12-Feb- 2015	5459365	1-May-2018
ACU-RUNNING	United States of America	Registered	Branded AcquiCo No 8 LLC	86/662717	15-June- 2015	4904541	23-Feb- 2016
Eclipse Roller	United States of America	Registered	Branded AcquiCo No 8 LLC	86/831695	25-Nov- 2015	5139946	14-Feb- 2017

Schedule B

Copyright Registrations

Title	Country	Status	Owner	Registration Number	Registration Date
Branded AcquiCo No 4, LLC					
Bottle Cutter Photos	United States of America	Registered	Branded AcquiCo No 4, LLC	VA0002130298	17-Dec-2018
Origami Paper Img 1 and 8 Other Unpublished Works.	United States of America	Registered	Branded AcquiCo No 4, LLC	VAu001398459	26-May-2020
Pipe Cleaners Img 1 and 4 Other Unpublished Works.	United States of America	Registered	Branded AcquiCo No 4, LLC	VAu001398463	26-May-2020
Drum Pad Stand Img 1 and 6 Other Unpublished Works.	United States of America	Registered	Branded AcquiCo No 4, LLC	VAu001398318	20-May-2020
Lavalier Microphone Img 1 and 6 Other Unpublished Works.	United States of America	Registered	Branded AcquiCo No 4, LLC	VAu001398469	26-May-2020
Bottle Cutter Regular Ikea Manual 1 and 7 Other Unpublished Works.	United States of America	Registered	Branded AcquiCo No 4, LLC	VAu001411393	30-Sep-2020

Schedule C

Patents and Patent Applications

Branded AcquiCo No 8, LLC

Description/Title	Serial/Patent No.	Status	Record Type
COMBINED MOBILITY AND STABILITY APPARATUS	10590139	Patented Case	Patent
COMBINED MOBILITY AND STABILITY APPARATUS	11160725	Patented Case	Patent
COMBINED MOBILITY AND STABILITY APPARATUS	17/489653	Pending	Patent
VARIABLE COMPRESSION ROLLER APPARATUS	US 2016-029641A A1	Pending	Patent
VARIABLE COMPRESSION ROLLER APPARATUS	D818598	Patented Case	Design Patent
BACK ROLLER	D903137	Patented Case	Design Patent
BACK ROLLER	D903888	Patented Case	Design Patent
BACK ROLLER	D883503	Patented Case	Design Patent
YOGA BLOCK	29/781,732	Pending	Design Patent
YOGA BLOCK	29/781,743	Pending	Design Patent
YOGA BLOCK	29/781,748	Pending	Design Patent
YOGA BLOCK	29/781,750	Pending	Design Patent
YOGA BLOCK	29/781,755	Pending	Design Patent
YOGA BLOCK	29/781,757	Pending	Design Patent
YOGA BLOCK	29/781,761	Pending	Design Patent
YOGA BLOCK	29/781,799	Pending	Design Patent
COMBINED MOBILITY ROLLER	29/811,210	Pending	Design Patent