

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Curate Inc.		06/24/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Susser Bank		
Street Address:	3030 Matlock Road		
City:	Arlington		
State/Country:	TEXAS		
Postal Code:	76015		
Entity Type:	State Bank: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97097614	CURATE	
CORRESPONDENCE DATA			
Fax Number:	3146215065		
<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>			
Phone:	3146215070		
Email:	iptm@atllp.com		
Correspondent Name:	Donna F. Schmitt		
Address Line 1:	7700 Forsyth Boulevard, Suite 1800		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	42541-1		
NAME OF SUBMITTER:	Donna F. Schmitt		
SIGNATURE:	/Donna F. Schmitt/		
DATE SIGNED:	06/28/2022		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of June 24, 2022 and is by Curate Inc., a Delaware corporation ("Grantor"), in favor of Susser Bank, a Texas State Bank ("Lender").

RECITALS

A. Grantor and Lender are entering into a Credit Agreement of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Lender has agreed to make a loan to Grantor.

B. Grantor is entering into this Agreement in order to, among other things, induce Lender to enter into and extend credit under the Credit Agreement.

C. Pursuant to the terms of that certain Security Agreement dated of even date herewith and executed by Grantor in favor of Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment and performance of the Obligations

AGREEMENT

In consideration of the mutual agreements set forth herein, in the Credit Agreement and in the Security Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "Trademark Collateral"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Texas applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CURATE INC. a Delaware corporation

By: Ryan O'Neil
GD2FFEC30C084421...

Print Name: Ryan O'Neil
Title: Chief Executive Officer

Acknowledged:

SUSSEX BANK signed by:

By: Annalese Smolik
0E425700C19D4FD...

Print Name: Annalese Smolik
Title: Director of Technology Banking

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks			
Country	Trademark	Registration No.	Registration Date
Pending Trademark Applications			
Country	Trademark	Application No.	Filing Date
United States	CURATE	97-097614	10/28/2021