

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748471

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Assignment and Assumption of Intellectual Property Security Agreement		
RESUBMIT DOCUMENT ID:	900699816		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VENTURE LENDING & LEASING IX, INC.		06/07/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	SM EQUESTRIAN REBOOT LLC		
Street Address:	525 Okeechobee Blvd.		
Internal Address:	Suite 1100		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5994051	CORRO	
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>			
Phone:	949855146		
Email:	nroberts@stetinalaw.com		
Correspondent Name:	STETINA BRUNDA GARRED & BRUCKER		
Address Line 1:	75 ENTERPRISE		
Address Line 2:	SUITE 250		
Address Line 4:	ALISO VIEJO, CALIFORNIA 92656		
ATTORNEY DOCKET NUMBER:	SKLAR-117Z		
NAME OF SUBMITTER:	Eric L. Tanezaki		
SIGNATURE:	/Eric L. Tanezaki/		
DATE SIGNED:	08/15/2022		
Total Attachments: 7			
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ASSIGNMENT AND ASSUMPTION
OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Assignment and Assumption of Intellectual Property Security Agreement ("Assignment") is made as of June 7, 2022, between SM EQUESTRIAN REBOOT LLC, a Delaware limited liability company (the "Buyer"), and VENTURE LENDING & LEASING IX, INC., a Maryland corporation ("Seller").

Recitals

A. Buyer and Seller are parties to that certain Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which Seller has agreed to sell, assign and transfer to Buyer, and Buyer has agreed to purchase, accept and assume, all of Seller's right, title and interest in and to certain secured indebtedness of Equestrian Labs, Inc., a Delaware corporation ("Borrower"), held by Seller under that certain Loan and Security Agreement and Supplement thereto, both dated as of February 24, 2021 (as the same have been amended, restated, supplemented and modified from time to time, collectively, the "Loan Agreement"). All capitalized terms used herein and not otherwise defined shall have the same meanings herein as in the Loan Agreement and the Purchase Agreement, as the context requires.

B. In connection with the Loan Agreement, the Borrower granted a security interest to Seller in and to certain of Borrower's Intellectual Property pursuant to that certain Intellectual Property Security Agreement, by and between Borrower and Seller, dated February 24, 2021, as recorded with the USPTO at reel/frame 7207/0200 on 03/01/2021 regarding U.S. Trademark Registration No. 5,994,051 for the mark CORRO (the "Security Agreement").

C. Pursuant to Section 6 of the Purchase Agreement, Seller has agreed, subject to the conditions precedent set forth therein, to assign to Buyer all of Seller's rights under the Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. For good and valuable consideration, the receipt of which is hereby acknowledged, Seller hereby sells, transfers and assigns to Buyer all of Seller's right, title and interest forever, free and clear of all liens, charges or encumbrances created by or through Seller, in and under the Security Agreement, and Seller hereby delegates, transfers and conveys to Buyer and its assigns all of Seller's rights, duties and obligations arising thereunder on or after the date hereof.

2. For good and valuable consideration, the receipt of which is hereby acknowledged, Buyer, for itself and its assigns, hereby accepts the assignment and delegation to it by Seller of Seller's right, title and interest in, and Seller's duties and obligations under, the Security Agreement first arising thereunder on or after the date hereof and assumes and agrees to observe and perform all of the duties, terms, provisions and covenants, and to honor, perform and discharge as and when due all obligations, related thereto.

3. Seller hereby appoints Buyer the true and lawful attorney of Seller with full power of substitution in the name of Buyer or in the name of Seller but for the benefit and at the expense of Buyer

to take all actions which Buyer may deem proper in order to provide for Buyer the benefits under the Security Agreement, including preparing and filing amendments to financing statements and other lien perfection filings or recordings.


4. This Assignment and Assumption of Intellectual Property Security Agreement is executed pursuant to, and is subject to the terms of, the Purchase Agreement. In the event of any conflict between this Assignment and Assumption of Intellectual Property Security Agreement and the Purchase Agreement, the Purchase Agreement shall control. This Assignment and Assumption of Intellectual Property Security Agreement shall be effective simultaneously with the effectiveness of all transaction documents being executed in connection with the Purchase Agreement. This Assignment and Assumption of Intellectual Property Security Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Assignment and Assumption of Intellectual Property Security Agreement may be executed by electronic signatures.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Intellectual Property Security Agreement on the dates set forth below, and it shall be effective as of the later of such dates.

BUYER:

SM EQUESTRIAN REBOOT LLC

By: 
Name: Sophie Stenbeck, Trustee of The Sophie Trust
Title: Sole Member
Date: June 7th, 2022

SELLER:

VENTURE LENDING & LEASING IX, INC.

By: _____
Name: _____
Title: _____
Date: _____, 2022

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Intellectual Property Security Agreement on the dates set forth below, and it shall be effective as of the later of such dates.

BUYER:

SM EQUESTRIAN REBOOT LLC

By: _____

Name: _____

Title: _____

Date: _____, 2022

SELLER:

VENTURE LENDING & LEASING IX, INC.

By:  _____

Name: Josh Brody

Title: Investment Partner

Date: June 7, 2022


TRADEMARK

REEL: 007780 FRAME: 0181

CONSENT OF BORROWER

The foregoing assignments are acknowledged
and consented to by the undersigned.

EQUESTRIAN LABS, INC.

By: 

Name: Izzie Lerer

Title: Director

Date: 06 / 07 / 2022, 2022