

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743677

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RGA Beta LLC		07/26/2022	Limited Liability Company: DELAWARE
RGA Bassano LLC		07/26/2022	Limited Liability Company: DELAWARE
RGA Salvador LLC		07/26/2022	Limited Liability Company: DELAWARE
RGA Zola LLC		07/26/2022	Limited Liability Company: DELAWARE
RGA Checo LLC		07/26/2022	Limited Liability Company: DELAWARE
RGA Readerest LLC		07/26/2022	Limited Liability Company: DELAWARE
RGA Craftopia LLC		07/26/2022	Limited Liability Company: DELAWARE
Bulk Unlimited Corp.		07/26/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	VICTORY PARK MANAGEMENT, LLC, as Security Agent		
Street Address:	150 N. Riverside Plaza		
Internal Address:	Suite 5200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	5606288	ALPINE CHOICE	
Registration Number:	5911895	ALPINE CHOICE	
Registration Number:	5916724	HUBBLE BUBBLE KIDS	
Registration Number:	5957843	DAZMERS	
Registration Number:	5705281	BUILD ME	
Registration Number:	6173696	PARDO	
Serial Number:	97005277	PARDO CIGAR	

CH \$890.00 5606288

Property Type	Number	Word Mark
Registration Number:	5901380	BOLT DROPPER
Registration Number:	5558364	BOLT DROPPER
Registration Number:	5771227	JEWELKEEPER
Serial Number:	90787415	JEWELKEEPER
Registration Number:	5391494	CRAFTOPIA
Registration Number:	6574778	ENNO VATTI
Serial Number:	88602062	BRITE CROWN
Serial Number:	88252029	BRITE CROWN
Serial Number:	86779474	CC COMFY CLOTHIERS
Serial Number:	86779470	CC COMFY CLOTHIERS
Serial Number:	88039498	COMFY CLOTHIERS
Serial Number:	87226757	COMFY CLOTHIERS
Serial Number:	88263945	COMFY DELUXE
Serial Number:	88665023	LOOK SHARP. FEEL GREAT.
Serial Number:	87829715	MODERN INDUSTRIAL
Registration Number:	5497433	ARMOGEAR
Registration Number:	5496939	CROOVE
Registration Number:	6047192	FLASHDASH
Registration Number:	5332687	KIDIRACE
Registration Number:	5715045	KIDZLANE
Registration Number:	4854087	KIDZLANE
Registration Number:	5496942	LITTLE EXPERIMENTER
Registration Number:	5636065	LITTLE PERFORMER
Registration Number:	5549110	LITTLE PRETENDER
Registration Number:	6320671	MINI PRINCESS
Registration Number:	5497432	NESSTOY
Registration Number:	5549111	WINNING FINGERS
Serial Number:	88921441	

CORRESPONDENCE DATA

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: 212.940.6562

Email: joanne.arnold@katten.com

Correspondent Name: Joanne BL Arnold

Address Line 1: Katten

Address Line 2: 50 Rockefeller Plaza

Address Line 4: New York, NEW YORK 10020-1605

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	07/26/2022
Total Attachments: 7 source=Razor- Trademark Security Agreement (Executed)#page1.tif source=Razor- Trademark Security Agreement (Executed)#page2.tif source=Razor- Trademark Security Agreement (Executed)#page3.tif source=Razor- Trademark Security Agreement (Executed)#page4.tif source=Razor- Trademark Security Agreement (Executed)#page5.tif source=Razor- Trademark Security Agreement (Executed)#page6.tif source=Razor- Trademark Security Agreement (Executed)#page7.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES
INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (as the same may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) dated as of July 26, 2022, by **RGA Beta LLC**, a Delaware limited liability company, **RGA Bassano LLC**, a Delaware limited liability company, **RGA Salvador LLC**, a Delaware limited liability company, **RGA Zola LLC**, a Delaware limited liability company, **RGA Checo LLC**, a Delaware limited liability company, **RGA Craftopia LLC**, a Delaware limited liability company, **RGA Readerest LLC**, a Delaware limited liability company, and **Bulk Unlimited Corp.**, a New York corporation (each, an “**Obligor**”), to and in favor of Victory Park Management, LLC (“**Victory Park**”), as the security trustee (in such capacity, the “**Security Agent**”) for the benefit of the Secured Parties (as defined in the Facility Agreement described below) (in such capacities, the “**Grantee**”).

WHEREAS, each Obligor, the other Guarantors, and the Grantee have entered into that certain Facility Agreement, dated as of April 30, 2021 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Facility Agreement**”);

WHEREAS, each Obligor and certain other Guarantors have entered into that certain Pledge and Security Agreement, dated as of May 4, 2021 (as amended by the First Amendment to Pledge and Security Agreement, dated as of October 29, 2021, the Second Amendment and Reaffirmation to the Pledge and Security Agreement, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, each Obligor owns the Trademarks (as defined in the Security Agreement) listed on Exhibit A, which have been applied for, issued by, or registered with the United States Patent and Trademark Office or United States Copyright Office, as applicable;

WHEREAS, pursuant to the Security Agreement, each Obligor pledged, assigned and granted to the Grantee a security interest in all of its right, title and interest in, to, and under its Trademarks and agreed to execute and deliver this Agreement for purposes of filing in the United States Patent and Trademark Office or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Facility Agreement, or if not defined therein, in the Security Agreement.

2) The Security Interest.

(a) This Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. Upon termination of the Security Agreement pursuant to its express terms, this Agreement shall automatically terminate and all rights the Grantee may have in the Trademarks shall automatically revert in full to each Obligor. Upon such termination, at each Obligor’s cost and expense subject to, and in accordance with the Facility Agreement, the Grantee shall promptly, execute, acknowledge, and deliver to the each Obligor all reasonably requested instruments in writing,

and do such other acts, in each case, as may be reasonably necessary to effect the release of (and evidence and record the release of) the Lien and security interest in the Trademarks acquired by Grantee under the Security Agreement and this Agreement.

(b) Each Obligor hereby pledges, assigns and grants to the Grantee, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of such Obligor's right, title and interest, to and under the Trademarks listed on Exhibit A, and, to the extent applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of the foregoing, and all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such the Trademarks throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all other rights accruing thereunder or pertaining thereto throughout the world (including all rights of priority and all rights to obtain any of the foregoing rights throughout the world).

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Agreement shall not extend to Excluded Assets.

3) Grants, Rights, Remedies. This Agreement has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Transaction Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.


4) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, INTERPRETED UNDER AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


6) Intercreditor Agreement. Notwithstanding anything in this Agreement to the contrary, (a) all references to "Security Agent" and "Grantee" herein shall be deemed to also include Victory Park Management, LLC (and its successors and assigns) in its capacity as the Common Security Agent (as defined in the Intercreditor Agreement), all references to the "Secured Parties" herein shall be deemed to also include the other Common Secured Parties (as defined in the Intercreditor Agreement) and all references to the "Facility Agreement" herein shall be deemed to also include the Convertible Loan Facility Agreement and the Fabrik Loan Agreement and (b) in the event of any conflict between the terms of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


RGA Beta LLC, a Delaware limited liability company
By: Razor US Holdco II Inc., its Sole Member

By: 
Name: Christoph Gamon
Title: Vice President & Secretary

RGA Bassano LLC, a Delaware limited liability company
By: Razor US Holdco II Inc., its Sole Member

By: 
Name: Christoph Gamon
Title: Vice President & Secretary

RGA Salvador LLC, a Delaware limited liability company
By: Razor US Holdco II Inc., its Sole Member

By: 
Name: Christoph Gamon
Title: Vice President & Secretary

RGA Zola LLC, a Delaware limited liability company
By: Razor US Holdco II Inc., its Sole Member

By: 
Name: Christoph Gamon
Title: Vice President & Secretary

[SIGNATURE PAGE TO CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES
INTELLECTUAL PROPERTY]


RGA Checo LLC, a Delaware limited liability company
By: Razor US Holdco II Inc., its Sole Member

By: 
Name: Christoph Gamon
Title: Vice President & Secretary

RGA Readerest LLC, a Delaware limited liability company
By: Razor US Holdco II Inc., its Sole Member

By: 
Name: Christoph Gamon
Title: Vice President & Secretary

RGA Craftopia LLC, a Delaware limited liability company
By: Razor US Holdco II Inc., its Sole Member

By: 
Name: Christoph Gamon
Title: Vice President & Secretary

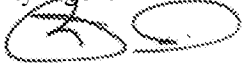
Bulk Unlimited Corp., a New York corporation

By: 
Name: Christoph Gamon
Title: Vice President & Secretary

[SIGNATURE PAGE TO CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES
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SECURITY AGENT:

VICTORY PARK MANAGEMENT, LLC, as
Security Agent

By:  _____

Name: Scott R. Zemnick

Title: Manager

:

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INTELLECTUAL PROPERTY]

Exhibit A

Trademarks

Entity	Trademark	Registration/Serial No.
RGA Beta LLC	Alpine Choice	5606288
RGA Beta LLC	Alpine Choice	5911895
RGA Beta LLC	HUBBLE BUBBLE KIDS	5916724
RGA Bassano LLC	DAZMERS	5957843
RGA Bassano LLC	Build Me	5705281
RGA Salvador LLC	PARDO	6173696
RGA Salvador LLC	PARDO CIGAR	97005277
RGA Zola LLC	BOLT DROPPER	5901380
RGA Zola LLC	BOLT DROPPER	5558364
RGA Checo LLC	JEWELKEEPER	5771227
RGA Checo LLC	JEWELKEEPER (pending)	90787415
RGA Craftopia LLC	Craftopia	5391494
RGA Craftopia LLC	Enno Vatti	6574778
RGA Readerest LLC	Brite Crown	88602062
RGA Readerest LLC	Brite Crown	88252029
RGA Readerest LLC	CC Comfy Clothiers	86779474
RGA Readerest LLC	CC Comfy Clothiers	86779470
RGA Readerest LLC	Comfy Clothiers	88039498
RGA Readerest LLC	Comfy Clothiers	87226757
RGA Readerest LLC	Comfy Deluxe	88263945
RGA Readerest LLC	Look Sharp. Feel Great.	88665023
RGA Readerest LLC	Modern Industrial	87829715
RGA Readerest LLC	Comfy Clothiers	5272827
RGA Readerest LLC	Modern Industrial	5600039
Bulk Unlimited Corp.	ArmoGear	5497433
Bulk Unlimited Corp.	Croove	5496939
Bulk Unlimited Corp.	FLASHDASH	6047192
Bulk Unlimited Corp.	KidiRace	5332687
Bulk Unlimited Corp.	KidzLane	5715045
Bulk Unlimited Corp.	KidzLane	4854087
Bulk Unlimited Corp.	Little Experimenter	5496942
Bulk Unlimited Corp.	Little Performer	5636065
Bulk Unlimited Corp.	Little Pretender	5549110

Bulk Unlimited Corp.	Mini Princess	6320671
Bulk Unlimited Corp.	NessToy	5497432
Bulk Unlimited Corp.	Winning Fingers	5549111
Bulk Unlimited Corp.	ArmoGear Trade Dress (pending)	88921441