

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAGOS, INC.		07/15/2022	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	383 Madison Avenue		
Internal Address:	Floor 22		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1648793	LAGOS	
Registration Number:	1703128	CAVIAR	
Registration Number:	5606242	MY LAGOS MY WAY	
Registration Number:	6764550	L	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	erin.roberson@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Jessica Hildebrandt		
SIGNATURE:	/Jessica Hildebrandt/		
DATE SIGNED:	07/19/2022		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of July 15, 2022, is made by the Grantor listed on the signature page hereof (the "Grantor"), in favor of **JPMORGAN CHASE BANK, N.A.** (the "Lender").

Grantor, Lagos Online Inc., a Pennsylvania corporation ("Lagos Online"; and together with Grantor, collectively referred to as the "Borrowers"), certain of their affiliates and the Lender are entering into a Credit Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Credit Agreement"). In order to induce the Lender to enter into and extend credit to Borrowers under the Credit Agreement, Borrowers and certain of their affiliates are entering into that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"). Pursuant to the Security Agreement, Grantor is required to execute and deliver to the Lender this Trademark Security Agreement.

In consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement or, if not otherwise defined in the Security Agreement, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Lender, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further, that "Trademark Collateral" shall include any proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Lender and Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York.

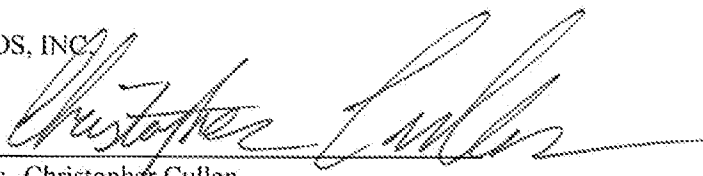
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[Signature Pages Follow]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

LAGOS, INC

By: 
Name: Christopher Cullen
Title: President & CEO

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Ronica Logan

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007794 FRAME: 0663

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

Grantor Name	Trademark	Registration Date	Registration Number
Lagos, Inc.	LAGOS	6/25/1991	1,648,793
Lagos, Inc.	U.S. TRADEMARK - CAVIAR REGISTRATION NO. 1,703,128	7/28/1992	1,703,128
Lagos, Inc.	CAVIAR	5/25/2018	181113636
Lagos, Inc.	CAVIAR REGISTRATION NO. 1,703,128 (MADRID PROTOCOL)	10/13/2016	1334411
Lagos, Inc.	LAGOS (THAILAND)	5/25/2018	181113645
Lagos, Inc.	LAGOS (MADRID PROTOCOL)	10/14/2016	1322427
Lagos, Inc.	MY LAGOS MY WAY	11/13/2018	5,606,242
Lagos, Inc.	"L" LOGO (CL 14) China	12/28/2021	55634598
Lagos, Inc.	L LOGO (US)	6/21/2022	6,764,550
Lagos, Inc.	LAGOS (UK)	5/11/2017	UK00801322427
Lagos, Inc.	CAVIAR REGISTRATION NO. 1,703,128 (UK)	10/13/2016	UK00801334411
Lagos, Inc.	SMART CAVIAR CN (class 14)	3/21/2022	59902273
Lagos, Inc.	SMART CAVIAR FINE JEWELRY CN (class 14)	3/28/2022	59894807

TRADEMARK APPLICATIONS

Grantor Name	Trademark Application	Application Filing Date	Application Serial Number
Steven Lagos	LAGOS (CANADA)	10/17/2016	1,805,067
LAGOS, INC.	LAGOS (CHINA)	1/17/2019	35984928
LAGOS, INC.	CAVIAR IN CHINA	8/21/2019	40517336
LAGOS, INC.	CAVIAR II (CN)	12/16/2020	52202651
LAGOS, INC.	CAVIAR BY LAGOS (CN)	6/8/2021	56743235
LAGOS, INC.	LAGOS SMART CAVIAR (CN)	6/8/2021	56761755
Steven Lagos	STEVEN LAGOS (CN)	6/8/2021	56765588
Steven Lagos	STEVEN LAGOS (CN) CL 35	6/8/2021	56776844
LAGOS, INC.	CAVIAR BY LAGOS (CN) CL 35	6/8/2021	56761,814
LAGOS, INC.	CAVIAR (Class 14) CHINA - BACK-UP TO APP. NO. 52202651 (D4794-00069)	10/9/2021	59678009