# CH \$290.00 87837146

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM745335

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Name Formerly Execution D		Entity Type	
1949 All the Kings Men, LLC			Limited Liability Company: DELAWARE	

### **RECEIVING PARTY DATA**

Name:	Credit Suisse AG, New York Branch, as Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		

# **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark		
Serial Number:	87837146	HAPPY HEALTHY HIPPIE		
Serial Number:	97049084	JOY-FILLED		
Serial Number:	97049006	GO WITH THE FLOW		
Serial Number:	97035734	PUMP IT UP		
Serial Number:	97049090	NAMASTAY IN BED		
Serial Number:	97049073	GET YOUR GREENS		
Serial Number:	97051557	VEGAN COLLAGEN BUILDER		
Serial Number:	97048978	BE GROUNDED		
Serial Number:	97049058	A LITTLE PICK ME UP		
Serial Number:	97049043	POSITIVELY PREGNANT		
Serial Number:	97049031	POSITIVELY PREGNANT: DAD EDITION		

### **CORRESPONDENCE DATA**

**Fax Number:** 3129021061

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:** 312-577-8438

**Email:** raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

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Address Line 4: Chica	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	08/02/2022		
Total Attachments: 5 source=CS_Boost - Trademark Security Agreement (Happy Healthy Hippie)#page1.tif			

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### TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of June 1, 2022, by 1949 All the Kings Men, LLC ("**Grantor**") in favor of CREDIT SUISSE AG, NEW YORK BRANCH (the "**Agent**") for the secured parties referred to below. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, as defined below.

# **WHEREAS:**

- A. Reference is made to that certain (i) Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), entered into by and among the Grantor, the Agent and the other parties party thereto which secures certain now existing and future arising obligations owing to the Secured Parties (as defined in the Security Agreement) under the Transaction Documents as provided in the Security Agreement;
- B. Pursuant to the Security Agreement, Grantor is required to execute and deliver to the Agent this Agreement;
- C. Pursuant to the terms of the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, 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 acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).
- **NOW, THEREFORE,** in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to the Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing 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:
- 1. all of its United States and foreign trademark and trademark application, including, without limitation, all of its United States federally registered trademark and trademark application referred to in Schedule 1 annexed hereto:
  - 2. all extensions or renewals of any of the foregoing;
- 3. all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- 4. the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and
- 5. all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (items 1 through 5 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Agent, for itself and on behalf of the other Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the

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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 GOVERNED BY THE LAWS OF THE STATE OF NEW YORK IN RELIANCE ON NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS THAT WOULD RESULT IN APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT.

BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. Delivery by facsimile or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) of an executed signature page of this Agreement shall be effective as delivery of an executed counterpart hereof.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The 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.

	1949 ALL THE KINGS MEN LL
	By:
	Name: Tenlay Naliboff
	Title: General Counsel
Γ SUISSE AG, NEW YO	DRK BRANCH
SUISSE AG, NEW YO	DRK BRANCH

The 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.

1949 ALL THE KINGS MEN LLC

By:

Name: Tenlay Naliboff

Title: General Counsel

CREDIT SUISSE AG, NEW YORK BRANCH

By: Name: Enriqué Flores Ruiz Vice President

Title:

By: Name:

Title:

Joñathan Boltuch

Vice President

**TRADEMARK** 

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# SCHEDULE 1 to TRADEMARK SECURITY AGREEMENT

# **Trademark Collateral**

Mark	Applicatio n No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/ Applicant
Happy Healthy Hippie	87837146	3/16/2018	5595054	10/30/2018	Registered/Recorded	Happy Healthy Hippie
Joy-Filled	97049084	09/28/2021			Filed/Recorded	Happy Healthy Hippie
Go With The Flow	97049006	09/28/2021			Filed/Recorded	Happy Healthy Hippie
Pump It Up	97035734	09/28/2021			Filed/Recorded	Happy Healthy Hippie
Namastay In Bed	97049090	09/28/2021			Filed/Recorded	Happy Healthy Hippie
Get Your Greens	97049073	09/28/2021			Filed/Recorded	Happy Healthy Hippie
Vegan Collagen Builder	97051557	09/28/2021			Filed/Recorded	Happy Healthy Hippie
Be Grounded	97048978	09/28/2021			Filed/Recorded	Happy Healthy Hippie
A Little Pick Me Up	97049058	09/28/2021			Filed/Recorded	Happy Healthy Hippie
Positively Pregnant	97049043	09/28/2021			Filed/Recorded	Happy Healthy Hippie
Positively Pregnant: Dad Edition	97049031	09/28/2021			Filed/Recorded	Happy Healthy Hippie

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**RECORDED: 08/02/2022** 

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