

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORUM BRANDS, LLC		09/22/2022	Limited Liability Company: DELAWARE
FORUM FAMILY PRODUCTS, LLC		09/22/2022	Limited Liability Company: DELAWARE
FORUM PET PRODUCTS, LLC		09/22/2022	Limited Liability Company: DELAWARE
FORUM FITNESS HOLDINGS, LLC		09/22/2022	Limited Liability Company: DELAWARE
FORUM OUTDOOR HOLDINGS, LLC		09/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	135 N. Los Robles Avenue, 3rd Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	National Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	6524397	XTREME BANDS	
Registration Number:	6174725	BIG B PRO SPORTS BIG IDEAS, BETTER PRODU	
Registration Number:	6174729	BIGB TOOLS	
Registration Number:	5954818	THRIVE	
Registration Number:	5821229	TRUHEALTH	
Registration Number:	5713700		
Registration Number:	5583803	THRIVE	
Registration Number:	5305909	THRIVE FIRST AID	
Registration Number:	5650992	SIMKA ROSE	
Registration Number:	5542490	FLORENSI	
Registration Number:	5980658	LUSSO GEAR	
Registration Number:	5611114	UPWARDBABY	

CH \$440.00 6524397

Property Type	Number	Word Mark
Registration Number:	5339616	LEASH BOSS
Serial Number:	97088177	UPWARDBABY
Serial Number:	97287127	TOUGH COVER
Serial Number:	90830263	FORUM BRANDS
Serial Number:	90801297	FORUM

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332779-98
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	09/23/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of September 22, 2022 (the “**Effective Date**”) by FORUM BRANDS, LLC, a Delaware limited liability company (“**Forum Brands**”), FORUM FAMILY PRODUCTS, LLC, a Delaware limited liability company (“**Forum Family Products**”), FORUM PET PRODUCTS, LLC, a Delaware limited liability company (“**Forum Pet Products**”), FORUM FITNESS HOLDINGS, LLC, a Delaware limited liability company (“**Forum Fitness**”), and FORUM OUTDOOR HOLDINGS, LLC, a Delaware limited liability company (“**Forum Outdoor**”, and together with Forum Brands, Forum Family Products, Forum Pet Products and Forum Fitness, the “**Grantors**”) in favor of East West Bank (the “**Lender**”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Security Agreement, dated as of September 22, 2022 (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), among the Grantors and the other parties thereto in favor of the Lender, and that certain Credit Agreement, dated as of September 22, 2022 (as it may be amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantors, the other parties thereto and the Lender; and

WHEREAS, under the terms of the Guarantee and Security Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Lender a security interest in and continuing lien on all of the Grantors’ rights, title and interest in, to and under the Collateral (as defined in the Guarantee and Security Agreement), including, without limitation, certain intellectual property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable governmental authorities.

NOW, THEREFORE, in consideration of the promises and the agreements, provisions and covenants herein contained, the Grantors and the Lender agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Lender a security interest in and continuing lien on all of each Grantor’s rights, title and interest in, to and under the following:

- (1) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, fictitious business names, trade styles, trade dress, designs, logos and other source or business identifiers, all registrations thereof, and all registration and recording applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 1 (collectively, “**Trademark(s)**”),
- (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any Trademark, including damages and

payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements of any Trademark, (4) rights corresponding to any Trademark throughout the world, (5) renewals and proceeds of any of the foregoing, and (6) all goodwill associated with or symbolized by the Trademarks.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and the rights and obligations of the Grantors hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.


Section 7. Integration. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by each party hereto. The amendment and supplement duly executed by each party hereto shall be part of this Agreement and shall have the same legal effect as this Agreement.

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IN WITNESS WHEREOF, each Grantor and the Lender have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

GRANTORS:


FORUM BRANDS, LLC,
a Delaware limited liability company

By: 
Name: Brenton Howland
Title: President


FORUM FAMILY PRODUCTS, LLC,
a Delaware limited liability company

By: 
Name: Brenton Howland
Title: President


FORUM FITNESS HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Brenton Howland
Title: President

FORUM OUTDOOR HOLDINGS, LLC,
a Delaware limited liability company

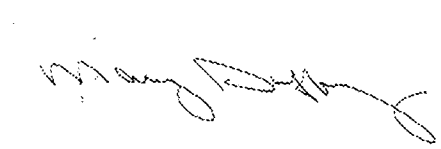
By: 
Name: Brenton Howland
Title: President

FORUM PET PRODUCTS, LLC,
a Delaware limited liability company

By: 
Name: Brenton Howland
Title: President

ACCEPTED AND AGREED
as of the date first above written:

EAST WEST BANK, as Lender



By: _____
Name: Mary Duffy
Title: SVP-Capital Markets

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Mark	Applicati on No.	Application Date	Registratio n No.	Registration Date	Status of Mark	Owner/ Applicant
TOUGH/COVER TOUGH COVER	97287127	2/28/2022	--	--	PENDING	Forum Brands, LLC
FORUM BRANDS	90830263	7/15/2021	--	--	PENDING	Forum Brands, LLC
FORUM	90801297	6/29/2021	--	--	PENDING	Forum Brands, LLC
Xtreme bands XTREME BANDS	90384870	12/15/2020	6524397	10/19/2021	REGISTERED	Forum Brands, LLC
 BIG B PRO SPORTS BIG IDEAS, BETTER PRODUCTS	88854952	3/31/2020	6174725	10/13/2020	REGISTERED	Forum Brands, LLC
BigB Tools BIBGB TOOLS	88854984	3/31/2020	6174729	10/13/2020	REGISTERED	Forum Brands, LLC
Thrive THRIVE	88484070	6/21/2019	5954818	1/7/2020	REGISTERED	Forum Brands, LLC
TRUHEALTH	88267344	1/18/2019	5821229	7/30/2019	REGISTERED	Forum Brands, LLC
 <i>Design Only</i>	88068511	8/7/2018	5713700	4/2/2019	REGISTERED	Forum Brands, LLC
Thrive	87604036	9/11/2017	5583803	10/16/2018	REGISTERED	Forum Brands, LLC

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
THRIVE						
Thrive First Aid THRIVE FIRST AID	87349207	2/24/2017	5305909	10/10/2017	REGISTERED	Forum Brands, LLC
SIMKA ROSE	87696878	11/25/2017	5650992	1/8/2019	REGISTERED	Forum Family Products, LLC
florensi FLORENSI	87588533	August 29, 2017	5542490	August 14, 2018	REGISTERED	Forum Fitness Holdings, LLC
 LUSSO GEAR	88065570	8/4/2018	5980658	2/11/2020	REGISTERED	Forum Outdoor Holdings, LLC
UPWARDBABY Name	87864587	5-Apr-2018	5,611,114	20-Nov-2018	REGISTERED	Forum Family Products, LLC (assignment pending)
Thrive (Wordmark)	36564087		36564087		REGISTERED	Forum Brands, LLC
DOMAIN CYCLING & Design	UK00003294891	7-Mar-2018	UK00003294891	20-Jul-2018	REGISTERED	Forum Fitness Holdings, LLC
Lusso Gear	17939379	4-Aug-2018	17939379	30-Nov-2018	REGISTERED	Forum Outdoor Holdings, LLC (assignment pending)
LEASH BOSS (name)	56731685	N/A	56731685	N/A	REGISTERED	Forum Pet Products, LLC (assignment pending)
LEASH BOSS (name)	87424890	25-Apr-2017	5,339,616	21-Nov-2017	REGISTERED	Forum Pet Products, LLC (assignment pending)
UPWARDBABY Mark	97088177	22-Oct-2021	PENDING	PENDING	PENDING	Forum Family Products, LLC (assignment pending)