

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761845

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAPUYA BRANDS CORPORATION		10/18/2022	Corporation: DELAWARE
PROSOURCEFIT OPCO LLC		10/18/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TIGER FINANCE, LLC		
Street Address:	60 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97072787	TAPUYA T BRANDS	
Serial Number:	97072753	TAPUYA BRANDS	
Registration Number:	4755662	OPPORTUNITEAS	
Registration Number:	5875913	PROSOURCEFIT	
Registration Number:	5775474	FORHAUZ	
Registration Number:	4839169	PROSOURCE	
Registration Number:	4055115	PROSOURCE	
Registration Number:	4706137	PROSOURCE	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		

OP \$215.00 97072787

ATTORNEY DOCKET NUMBER:	1810440
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	10/18/2022

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”), dated as of October 18, 2022 is entered into by and among **TAPUYA BRANDS CORPORATION**, a Delaware corporation (“Tapuya”), **PROSOURCEFIT OPCO, LLC**, a California limited liability company (“OPCO,” and together with Tapuya, each individually, a “Grantor”, and collectively the “Grantors”) and **TIGER FINANCE, LLC** (the “Assignee”), as Lender pursuant to that certain Security Agreement, dated as of the date hereof, among, among others, the Assignee and the Grantors, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and pursuant to that certain Credit Agreement, dated as of the date hereof, among, among others, the Assignee and Grantor (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, pursuant to the Security Agreement, the Grantors have granted in favor of Assignee a security interest in certain Collateral, including the Copyrights, Patents, Trademarks and Internet domain names set forth on Schedules A–D respectively, hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable. In addition, the following terms have the meanings set forth below:

“Copyrights” means (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed on Schedule A hereto), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) the right to obtain all renewals thereof, and (iii) all claims for damages by reason of past, present and future infringements of the Copyrights and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

“Patents” means all of the following included in the Collateral: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues, reexaminations and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule B, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule B, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related

thereto, including, without limitation, any of the foregoing referred to on Schedule C hereto, and (ii) the right to obtain all renewals thereof.

2. Grant of Security Interest.

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantors to the Assignee pursuant to the Security Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Copyrights, Patents, Trademarks, and Internet domain names, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Obligations.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States registrations and applications for registration for the Copyrights existing as of the date hereof. Schedule B hereto contains a true and accurate list of all of each Grantor's United States Patents existing as of the date hereof. Schedule C hereto contains a true and accurate list of all of each Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof. Schedule D hereto contains a true and accurate list of all of each Grantor's Internet domain names existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

3. Modifications.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon written notice to and written consent (including consent by e-mail) by such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of any schedule hereto, to add any right, title or interest in any Copyright, Patent, or Trademark owned or subsequently acquired by such Grantor that is Collateral or to delete any reference to any right, title or interest in any Copyright, Patent or Trademark in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Copyright, Patent or Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Security Agreement.

4. Recordation.

Each Grantor authorizes the United States Copyright Offices, the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Assignee.

5. Applicable Law.

THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO,

WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK.

6. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by fax or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement or any of such other Loan Documents. Any party delivering an executed counterpart of any such agreement by fax or other electronic method of transmission shall in a timely manner also deliver an original executed counterpart to the other party upon request, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

7. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

TAPUYA BRANDS CORPORATION

By: 
Name: Afsheen Afshar
Title: Authorized Signatory

PROSOURCEFIT OPKO, LLC

By: _____
Name: Igor Finkelshteyn
Title: President

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

TAPUYA BRANDS CORPORATION

By: _____

Name: Afsheen Afshar

Title: Authorized Signatory

PROSOURCEFIT OPKO, LLC

By: _____

Name: Igor Finkelshteyn

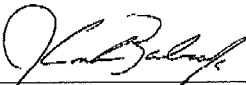
Title: President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007870 FRAME: 0843

ASSIGNEE:

TIGER FINANCE, LLC

By: 
Name: Andy Babcock
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007870 FRAME: 0844

Schedule A to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered Copyrights

Title	Reg. No.	Reg. Date	Owner of Record	Status
Mash Nail Art Image Plates No. 26 - 50	VAu00110 6083	2012	ProSource Discounts, Inc.	Registered



Schedule B to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registrations of Patent and Patent Applications

None.

Schedule C to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Mark	Reg No.	Serial No.	Filing Date	Owner of Record	Status
<u>TAPUYA T BRANDS</u> 		<u>97072787</u>	10/13/2021	Tapuya Brands Corporation	Pending
<u>TAPUYA BRANDS</u>		<u>97072753</u>	10/13/2021	Tapuya Brands Corporation	Pending
<u>OPPORTUNITEAS</u>	<u>4755662</u>	86435608	6/16/2015	Tapuya Brands Corporation	Registered
<u>PROSOURCEFIT</u>	<u>5875913</u>	88266019	10/01/2019	ProSource Discounts, Inc.	Registered
<u>FORHAUZ</u>	5775474	88188798	06/11/2019	ProSource Discounts, Inc.	Registered
<u>PROSOURCE</u>	4839169	86025401	10/27/2015	ProSource Discounts, Inc.	Registered
PROSOURCE & design 	4055115	85150203	11/15/2011	ProSource Discounts, Inc.	Registered
<u>PROSOURCE</u>	4706137	85843980	03/24/2015	ProSource Discounts, Inc.	Registered

Schedule D to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Internet Domain Names

Tapuya Brands Corporation: tapuyabrands.com
PROSOURCEFIT OPCO, LLC: prosourcefit.com