

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM765837

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Firefly Buys, LLC		11/03/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MGG Investment Group LP		
<b>Street Address:</b>	One Penn Plaza, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10119		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4078485	FIREFLY BUYS	
<b>Registration Number:</b>	5654384	JUST BRIGHT	
<b>Registration Number:</b>	5673599	THE FIREFLY COLLECTION	
<b>Registration Number:</b>	5717853	THE FIREFLY COLLECTION	
<b>Registration Number:</b>	5926038	FIREFLY BUYS	
<b>Registration Number:</b>	5971332		
<b>Serial Number:</b>	90891640	YOUR PRODUCT IS YOUR PASSION, MAKING IT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	617.526.9653		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Bethany Johnson		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-2600		
<b>ATTORNEY DOCKET NUMBER:</b>	47057.074		
<b>NAME OF SUBMITTER:</b>	Bethany Johnson		

CH \$190.00 4078485

<b>SIGNATURE:</b>	/Bethany Johnson/
<b>DATE SIGNED:</b>	11/04/2022
<b>Total Attachments: 4</b> source=VitaDepot_MGG - Trademark Security Agreement (Firefly) [Execution Version]#page1.tif source=VitaDepot_MGG - Trademark Security Agreement (Firefly) [Execution Version]#page2.tif source=VitaDepot_MGG - Trademark Security Agreement (Firefly) [Execution Version]#page3.tif source=VitaDepot_MGG - Trademark Security Agreement (Firefly) [Execution Version]#page4.tif	

ASSIGNMENT FOR SECURITY - - TRADEMARKS

November 3, 2022

WHEREAS, Firefly Buys, LLC (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of November 3, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of MGG Investment Group LP, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns in such capacity, the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

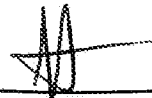
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

Firefly Buys, LLC

By: \_\_\_\_\_



Name: Taylor Hamilton




Title: Chief Executive Officer

*Signature Page to Trademark Security Agreement (MGG)*

**TRADEMARK**  
**REEL: 007885 FRAME: 0911**

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications  
Owned by Firefly Buys, LLC

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Firefly Buys, LLC	U.S.	FIREFLY BUYS	4078485		01/03/2012	
Firefly Buys, LLC	U.S.	 [JUST BRIGHT & Design]	5654384		01/15/2019	
Firefly Buys, LLC	U.S.	 [THE FIREFLY COLLECTION & Design]	5673599		02/12/2019	
Firefly Buys, LLC	U.S.	THE FIREFLY COLLECTI ON	5717853		04/02/2019	
Firefly Buys, LLC	U.S.	 [FIREFLY BUYS (Stylized)]	5926038		12/03/2019	
Firefly Buys, LLC	U.S.		5971332		01/28/2020	

Firefly Buys, LLC	U.S.	YOUR PRODUCT IS YOUR PASSION, MAKING IT SHINE ONLINE IS OURS	90891640		Pending	
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