

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YOUR SUPER HLCO, LLC		10/20/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTMOUNT GROUP LLC		
Street Address:	900 Third Avenue		
Internal Address:	#1403		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6341836	YOUR SUPER	
Registration Number:	5562825	YOUR SUPER	
Registration Number:	6173767	YOUR SUPER .COM	
Registration Number:	6357257	#YOURSUPER	
Registration Number:	6392594	BE SEXY EAT PLANTS	
Registration Number:	6392592	FOREVER BEAUTIFUL	
Serial Number:	88842742	YOURSUPER.COM	
Serial Number:	90530652	SUPER BREW	
Serial Number:	90530658	GUT FEELING	
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>			
Email:	laura.o'brien@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		

OP \$240.00 6341836

ATTORNEY DOCKET NUMBER:	157322.00029
NAME OF SUBMITTER:	Laura O'Brien
SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	11/14/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 20, 2022, is entered into by YOUR SUPER HLCO, LLC (the “*Grantor*”), in favor of WESTMOUNT GROUP LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, together with its successors and assigns, the “*Collateral Agent*”).

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of August 3, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in on all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- A. all Trademarks and Trademark Licenses of the Grantor listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements and other violations thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Assets.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. This Trademark Security Agreement and the security interests granted hereby shall immediately and automatically terminate as set forth in the GCA.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

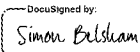
SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5 1401 AND 5 1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

DocuSigned by:
Simon Belsham
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[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

YOUR SUPER HLCO, LLC

By: 
Name: Simon Belsham
Title: **CEO**

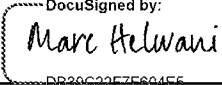
Accepted and Agreed:

WESTMOUNT GROUP LLC,
as Collateral Agent

By: _____
Name:
Title:

Accepted and Agreed:

WESTMOUNT GROUP LLC,
as Collateral Agent

By: 
Name: Marc Helwani
Title: Managing Member

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES

Trademark Registrations:

Case Number	Country	Trademark Name	Owner	Status	Registration No.	Filing Date	Registration No.	Registration Date
YSP-0000-WF	WO	YOUR SUPER	Your Super, Inc.	Registered	1423800	23-May-2018	1423800	23-May-2018
YSP-0000-WF-AF	AF	YOUR SUPER	Your Super, Inc.	Registered	1423800	23-May-2018	1423800	23-May-2018
YSP-0000-WF-DE	DE	YOUR SUPER	Your Super, Inc.	Registered	1423800	23-May-2018	1423800	23-May-2018
YSP-0000-WF-ES	ES	YOUR SUPER	Your Super, Inc.	Abandoned	1423800	23-May-2018		
YSP-0000-WF-FR	FR	YOUR SUPER	Your Super, Inc.	Registered	1423800	23-May-2018	1423800	23-May-2018
YSP-0000-WF-GB	GB	YOUR SUPER	Your Super, Inc.	Registered	1423800	23-May-2018	1423800	23-May-2018
YSP-0008-US	US	YOUR SUPER	Your Super, Inc.	Registered	87527776	11-Jul-2017	6345836	04-May-2021
YSP-0009-US	US	YOUR SUPER	Your Super, Inc.	Registered	87978214	11-Jul-2017	5762625	11-Sep-2018
YSP-0011-CN	CN	YOUR SUPER	Your Super, Inc.	Suspended	81477143	09-Oct-2015	81477143	07-Aug-2020
YSP-0012-CN	CN	YOUR SUPER	Your Super, Inc.	Registered	81477102	09-Oct-2015	43477102	07-Aug-2020
YSP-0044-WO	WO	YOUR SUPER	Your Super, Inc.	Registered	1515873	11-Sep-2018	1515873	11-Sep-2018
YSP-0013-WF-BR	BR	YOUR SUPER	Your Super, Inc.	Registered	7316813	17-Sep-2018	7316813	17-Sep-2018
YSP-0014-WF-WO	WO	YOUR SUPER	Your Super, Inc.	Registered	1515873	11-Sep-2018	1515873	11-Sep-2018
YSP-0018-WF-CN	CN	YOUR SUPER	Your Super, Inc.	Registered	1618873	11-Sep-2018	1618873	11-Sep-2018
YSP-0019-US	US	YOURSUPER.COM	Your Super, Inc.	Abandoned	88642742	20-Mar-2020		
YSP-0020-US	US	YOURSUPER.COM Logo	Your Super, Inc.	Registered	88588946	18-Mar-2020	6373767	13-Oct-2020
YSP-0021-US	US	YOURSUPER	Your Super, Inc.	Registered	88638950	18-Mar-2020	8357257	18-Mar-2021
YSP-0022-US	US	NO SEXY CAT PLANTS	Your Super, Inc.	Registered	88638982	18-Mar-2020	6392586	21-Jun-2021
YSP-0023-US	US	FOREVER BEAUTIFUL	Your Super, Inc.	Registered	88538022	17-Mar-2020	6392522	23-Jun-2021
YSP-0024-CZ	CZ	YOURSUPER.COM	Your Super, Inc.	Registered	1580512020	20-Nov-2020	703985	06-Apr-2021
YSP-0025-FM	FM	YOURSUPER.COM	Your Super, Inc.	Registered	18348117	28-Nov-2020	18348117	18-May-2021
YSP-0033-GB	GB	YOURSUPER.COM	Your Super, Inc.	Registered	8148951	26-Nov-2020	5500951	11-Jun-2021
YSP-0034-CZ	CZ	YOURSUPER.COM Logo	Your Super, Inc.	Registered	1886174020	25-Nov-2020	703985	06-Apr-2021
YSP-0035-FM	FM	YOURSUPER.COM Logo	Your Super, Inc.	Registered	18344226	25-Nov-2020	18344226	18-May-2021
YSP-0037-GB	GB	YOURSUPER.COM Logo	Your Super, Inc.	Registered	URN0031860037	25-Nov-2020	5500951	11-Jun-2021
YSP-0041-US	US	SUPER BREW	Your Super, Inc.	Suspended	90530253	16-Feb-2021		
YSP-0042-US	US	GUY FEELENS	Your Super, Inc.	Suspended	90530858	16-Feb-2021		

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK

Trademark Licenses: