

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM767687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moonshot Growth, LLC		11/11/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Victory Park Management, LLC, as Agent		
Street Address:	150 N. Riverside Plaza, Suite 5200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5560940	LASCOOTA	
Registration Number:	5974164	KICKSY WHEELS	
Registration Number:	5921052	THRILLZOO	
Registration Number:	6006159	TRAMPOLINE WATERPARK	
Registration Number:	4771983	WOD NATION	
Registration Number:	5169367	WOD NATION	
Registration Number:	4638452	SPISHUTTER	
Registration Number:	6134269	EYEBLOC	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		

CH \$215.00 5560940

DATE SIGNED:	11/14/2022
Total Attachments: 5 source=victory park moonshot joinder trademark security agreement final 2022#page1.tif source=victory park moonshot joinder trademark security agreement final 2022#page2.tif source=victory park moonshot joinder trademark security agreement final 2022#page3.tif source=victory park moonshot joinder trademark security agreement final 2022#page4.tif source=victory park moonshot joinder trademark security agreement final 2022#page5.tif	

SECURITY INTEREST IN TRADEMARKS

This SECURITY INTEREST IN TRADEMARKS, dated as of November 11, 2022 (as amended, supplemented or otherwise modified from time to time, this “Agreement”), is made by Moonshot Growth, LLC, a Delaware limited liability company (the “Grantor”) in favor of Victory Park Management, LLC, as administrative agent (in such capacity, the “Agent”) for benefit of the Lenders and Holders (each as defined in the Financing Agreement referred to below).

A. Moonshot Holdings LLC, as borrower (the “Borrower”), has entered into that certain Financing Agreement, dated as of April 9, 2021 (as amended, amended and restated, restated, supplemented, or otherwise modified from time to time, the “Financing Agreement”) by and among the Borrower, Moonshot Brands, Inc., as Guarantor, the lenders from time to time party thereto (the “Lenders”) and the Agent, as administrative and collateral agent, and the Grantor has entered into that certain Joinder Agreement, dated as of the date hereof (the “Joinder Agreement”), among the Grantor, the Borrower and the Agent.

B. Under the terms of the Joinder Agreement and the Financing Agreement, Grantor has granted and pledged to the Agent, for the benefit of the Agent and the other Secured Parties (as defined in the Financing Agreement), a continuing security interest in certain Collateral (as defined in the Financing Agreement), including without limitation certain Intellectual Property (as defined in the Financing Agreement) of the Grantor, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants and pledges to the Agent, for the benefit of the Agent and the other Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in the following property, now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest, and wherever located or deemed located (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Aggregate Unpaid (as defined in the Financing Agreement): (a) all United States trademarks, service marks and certification marks, rights and interests in trademarks, service marks, certification marks, trade names, trade styles, trade dress, service marks, logos, company names, fictitious business names and other similar source identifiers, whether registered or unregistered, all registrations thereof, and all applications in connection therewith anywhere in the world, including, without limitation, those listed on Schedule 1 hereto, (b) all reissues, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to sue for past, present or future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing (including the goodwill symbolized thereby) throughout the world; provided, that (i) the security interests granted herein shall not

extend to, and the term "IP Collateral" shall not include any trademark or service mark application filed in the United States Patent and Trademark Office on the basis of the Grantor's intent-to-use such trademark or service mark unless and until evidence of use thereof has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent that granting a security interest in such trademark or service mark application prior to such filing and acceptance would adversely affect the enforceability or validity of such trademark or service mark application or the resulting trademark or service mark registration.

SECTION 2. Recordation. Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks record this Agreement.

SECTION 3. Execution in 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. This Agreement shall become effective when it shall have been executed by the Deal Agent and when the Deal Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic mail or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

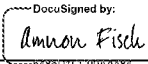
SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Loan and Servicing Agreement. The grant of the security interest hereunder to, and the rights and remedies of, the Deal Agent with respect to the IP Collateral are more fully set forth in the Loan and Servicing Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Agreement are in conflict with the Loan and Servicing Agreement, the provisions of the Loan and Servicing Agreement shall govern.

SECTION 6. Release. Upon termination of the Loan and Servicing Agreement and the security interests granted thereunder, the IP Collateral shall immediately and automatically be released from the liens created hereby, and this Agreement and all obligations of the Deal Agent and Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the IP Collateral shall revert to the Grantor. At the request and sole expense of Grantor following any such termination, the Deal Agent shall deliver to Grantor any IP Collateral held by the Deal Agent hereunder and execute and deliver to Grantor such documents (in form and substance reasonably satisfactory to Grantor and the Deal Agent) as Grantor may reasonably request to evidence such termination.

[Remainder of Page Intentionally Left Blank]

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

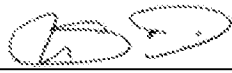
MOONSHOT GROWTH, LLC, as Grantor

By : _____
Name: Amnon Fisch
Title: President

[signatures continued on next page]

Acknowledged and agreed to by:

VICTORY PARK MANAGEMENT, LLC,
as Agent

By: 
Name: Scott R. Zemnick
Title: Manager

Schedule 1

Registration Number	Mark	Serial Number	Filing Date	Registration Date	Status
5560940	LASCOOTA	87788592	02/07/2018	09/11/2018	Registered
5974164	KICKSY WHEELS	88431716	05/15/2019	01/28/2020	Registered
5921052	THRILLZOO	5921052	06/18/2019	11/26/2019	Registered
6006159	TRAMPOLINE WATERPARK	88522307	07/18/2019	03/10/2020	Registered
4771983	WOD NATION	86427594	10/18/2014	07/14/2015	Registered
5169367	WOD NATION	86867888	01/07/2016	03/28/2017	Registered
4638452	SpiShutter	86151435	12/23/2013	11/11/2014	Registered
6134269	EYEBLOC	88617966	09/16/19	08/25/20	Registered