

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM769480

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SHINESTY, INC.		11/21/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.		
<b>Street Address:</b>	1900 N. AKARD STREET		
<b>Internal Address:</b>	THIRD FLOOR		
<b>City:</b>	DALLAS		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	BANK, N.A.: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5032622	SHINESTY	
<b>Registration Number:</b>	5032754	SHINESTY	
<b>Registration Number:</b>	5436367	SHINESTY	
<b>Registration Number:</b>	5548563	MAD LABS	
<b>Registration Number:</b>	5571829	YOUR LIFE JUST GOT WAY BETTER	
<b>Registration Number:</b>	5674234	HAMMOCK LIFE CLOTHING	
<b>Registration Number:</b>	5852047	THE HOT TUB CLUB	
<b>Registration Number:</b>	5882182	WELCOME TO BALL-HALLA	
<b>Registration Number:</b>	5882183	BALL HAMMOCK	
<b>Registration Number:</b>	6058298	TELLUM + CHOP	
<b>Registration Number:</b>	6064540	STAY WEIRD AND SHINE ON	
<b>Registration Number:</b>	6195440	THE HOT TUB CLUB	
<b>Registration Number:</b>	6622353	PAJAMARALLS	
<b>Serial Number:</b>	90557491	HAMMOCK	
<b>Serial Number:</b>	90557504	BALL HAMMOCK	
<b>Serial Number:</b>	90882406	BALL HAMMOCKS	
<b>Serial Number:</b>	97068799	SHINESTY	
<b>Serial Number:</b>	97398682	FULL OF SHEET	

OP \$515.00 5032622

Property Type	Number	Word Mark
Serial Number:	97421398	PARADICE
Serial Number:	97421402	PARADICE COOLING UNDERWEAR

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 8888295817  
**Email:** margaret.hoffman@wolterskluwer.com  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 208 South LaSalle St.  
**Address Line 2:** Suite 814  
**Address Line 4:** Chicago, ILLINOIS 60604

<b>NAME OF SUBMITTER:</b>	ANNE M. GIACOMINI
<b>SIGNATURE:</b>	/Anne M. Giacomini/
<b>DATE SIGNED:</b>	11/22/2022

**Total Attachments: 6**  
source=IP trademark#page1.tif  
source=IP trademark#page2.tif  
source=IP trademark#page3.tif  
source=IP trademark#page4.tif  
source=IP trademark#page5.tif  
source=IP trademark#page6.tif

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

SHINESTY, INC.

- Individual(s)
- Partnership
- Corporation- State: DELAWARE
- Other \_\_\_\_\_

- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) NOVEMBER 21, 2022

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMORGAN CHASE BANK, N.A.

Street Address: 1900 N. AKARD STREET, THIRD FLOOR

City: DALLAS

State: TEXAS

Country: USA Zip: 75201

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other BANK, N.A. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text  
SEE SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

B. Trademark Registration No.(s)  
SEE SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

SEE SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: WILLIAM C. HOLLAND, ESQ.

Internal Address: \_\_\_\_\_

Street Address: BRYAN CAVE LEIGHTON PAISNER LLP  
1700 LINCOLN STREET, SUITE 4100

City: DENVER

State: CO Zip: 80203

Phone Number: 303-861-7000

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:** 20

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

11/21/2022

Date

ANNE M. GIACOMINI

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of November 21, 2022, is made by and among Shinesty, Inc., a Delaware corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A. (the "Lender"), on behalf of the Lender and the other Secured Parties.

WHEREAS, the Grantor and the Lender have entered into a Credit Agreement, dated concurrently herewith (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"). Capitalized words and phrases used herein and not otherwise defined will have the meanings ascribed thereto in the Credit Agreement.

WHEREAS, as a condition precedent to the making of loans by the Lender under the Credit Agreement, the Grantor and the Lender have entered into that certain Security Agreement, dated concurrently herewith (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender, on behalf of and for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. The Grantor hereby pledges, assigns and grants to the Lender, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or

default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. This Trademark Security Agreement constitutes a Loan Document as defined in the Credit Agreement. The provisions of the Security Agreement supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement, and any other related documents, and nothing in this Trademark Security Agreement will be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which constitute an original, but all of which when taken together constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement that is an Electronic Signature transmitted by telecopy, emailed pdf., or any other electronic means that reproduces an image of an actual executed signature page will be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Trademark Security Agreement will be deemed to include Electronic Signatures, deliveries, or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf., or any other electronic means that reproduces an image of an actual executed signature page), each of which will be of the same legal effect, validity, or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein will require the Lender to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Lender has agreed to accept any Electronic Signature, the Lender will be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Grantor without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Lender, any Electronic Signature will be promptly followed by a manually executed counterpart.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

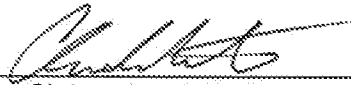
6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby will be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule, but giving effect to federal laws applicable to national banks.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:

SHINESTY, INC.

By:   
\_\_\_\_\_  
Christopher J. White  
President and Chief Executive Officer

AGREED AND ACCEPTED:

LENDER:

JPMORGAN CHASE BANK, N.A.

By:   
Lena M. Centomani  
Authorized Officer

SCHEDULE 1

TRADEMARKS

Trademark Registrations

<u>Mark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Record Owner</u>
SHINESTY	United States	5,032,622	Shinesty, Inc.
SHINESTY	United States	5,032,754	Shinesty, Inc.
SHINESTY and Design	United States	5,436,367	Shinesty, Inc.
MAD LABS	United States	5,548,563	Shinesty, Inc.
YOUR LIFE JUST GOT WAY BETTER	United States	5,571,829	Shinesty, Inc.
HAMMOCK LIFE CLOTHING	United States	5,674,234	Shinesty, Inc.
THE HOT TUB CLUB	United States	5,852,047	Shinesty, Inc.
WELCOME TO BALL-HALLA	United States	5,882,182	Shinesty, Inc.
BALL HAMMOCK	United States	5,882,183	Shinesty, Inc.
TELLUM + CHOP	United States	6,058,298	Shinesty, Inc.
STAY WEIRD AND SHINE ON	United States	6,064,540	Shinesty, Inc.
THE HOT TUB CLUB	United States	6,195,440	Shinesty, Inc.
PAJAMARALLS	United States	6,622,353	Shinesty, Inc.
HAMMOCK	United States	90/557,491	Shinesty, Inc.
BALL HAMMOCK	United States	90/557,504	Shinesty, Inc.
BALL HAMMOCKS	United States	90/882,406	Shinesty, Inc.
SHINESTY	United States	97/068,799	Shinesty, Inc.
FULL OF SHEET	United States	97/398,682	Shinesty, Inc.
PARADICE	United States	97/421,398	Shinesty, Inc.
PARADICE COOLING UNDERWEAR	United States	97/421,402	Shinesty, Inc.