

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770700

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
19 Thrasio Nineteen, Inc.		11/28/2022	Corporation: DELAWARE
Chili Flakes, Inc.		11/28/2022	Corporation: DELAWARE
Oyster Oasis, Inc.		11/28/2022	Corporation: DELAWARE
Angor-Pet Thrasio Two, Inc.		11/28/2022	Corporation: DELAWARE
2 B Bountiful, Inc.		11/28/2022	Corporation: DELAWARE
Apricot Ideas, Inc.		11/28/2022	Corporation: DELAWARE
Orangutan Organization, Inc.		11/28/2022	Corporation: DELAWARE
Faint Orange Horizon, Inc.		11/28/2022	Corporation: DELAWARE
Golden Gate Solutions, Inc.		11/28/2022	Corporation: DELAWARE
17 Thrasio Seventeen, Inc.		11/28/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as administrative agent
Street Address:	Agency Services, 20 King Street West
Internal Address:	4th Floor
City:	Toronto Ontario
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	6873808	K
Registration Number:	5648167	SLONIK
Registration Number:	6875029	WATER MELON BALL
Registration Number:	6887092	WATERMELON BALL
Serial Number:	90648683	ELDERBERRY HILL

CORRESPONDENCE DATA

Fax Number: 2123108007

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.

CH \$140.00 6873808

Phone: 2123108000
Email: juan.arias@weil.com
Correspondent Name: Kaitlin Bond
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Kaitlin Bond - 77555.0003

NAME OF SUBMITTER: Kaitlin Bond

SIGNATURE: /Kaitlin Bond/

DATE SIGNED: 11/29/2022

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 28, 2022, (this "Agreement"), by 19 Thrasio Nineteen, Inc., Chili Flakes, Inc., Oyster Oasis, Inc., Angor-Pet Thrasio Two, Inc., 2 B Bountiful, Inc., Apricot Ideas, Inc., Orangutan Organization, Inc., Faint Orange Horizon, Inc., Golden Gate Solutions, Inc., 17 Thrasio Seventeen, Inc., each a Delaware corporation (each, a "Grantor"), in favor of Royal Bank of Canada ("RBC"), as administrative agent and collateral agent (in such capacities and together with its successors and assigns, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties (as defined in the Credit Agreement referred to below) party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement referred to below) and Issuing Banks (as defined in the Credit Agreement referred to below) have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Thrasio Intermediate Sub, LLC, a Delaware limited liability company ("Holdings"), Thrasio, LLC, a Delaware limited liability company (the "Borrower"), the Lenders and Issuing Banks from time to time party thereto and the Administrative Agent.

Consistent with the requirements set forth in Sections 4.01 and/or 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement but not defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing,

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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 the

event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

19 Thrasio Nineteen, Inc.
Chili Flakes, Inc.
Oyster Oasis, Inc.
Angor-Pet Thrasio Two, Inc.
2 B Bountiful, Inc.
Apricot Ideas, Inc.
Orangutan Organization, Inc.
Faint Orange Horizon, Inc.
Golden Gate Solutions, Inc.
17 Thrasio Seventeen, Inc.

DocuSigned by:
By Michael Fahey
Name: Michael Fahey
Title: Secretary

SCHEDULE I

Registered Trademarks

Owner Name	Trademark	Registration Date	Registration Number
19 Thrasio Nineteen, Inc.	K Stylized	Oct. 11, 2022	6873808
Chili Flakes, Inc.	SLONIK	Jan. 8, 2019	5648167
Oyster Oasis, Inc.	WATER MELON BALL and Design	Oct. 18, 2022	6875029
Oyster Oasis, Inc.	WATERMELON BALL	Nov. 1, 2022	6887092

Trademark Applications

Owner Name	Trademark	Application Date	Application Number
2 B Bountiful, Inc.	ELDERBERRY HILL	April 15, 2021	90648683

SCHEDULE II

Issued Patents

Owner Name	Patent	Grant Date {Publication Date}	Patent Number {Publication Number}
Apricot Ideas, Inc.	HANDGUN HOLSTER WITH TRIGGER GUARD	Oct. 4, 2022	11460269

Patent Applications

Owner Name	Patent	Application Date	Application Number
Orangutan Organization, Inc.	BLOOD FLOW RESTRICTION EXERCISE STRAP	Sept. 28, 2022	29/854852
Faint Orange Horizon, Inc.	SUN SHADE TENT	April 20, 2021	29/779632
Golden Gate Solutions, Inc.	MASSAGER	Sept. 26, 2022	29/854502
17 Thrasio Seventeen, Inc.	ELLIPTICAL CYCLE	Sept. 30, 2022	29/855254

SCHEDULE III

Registered Copyrights

None.

Copyright Applications

None.

Schedule III

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RECORDED: 11/29/2022

**TRADEMARK
REEL: 007903 FRAME: 0849**