

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEST FRAGRANCES, LLC		11/18/2022	Limited Liability Company: DELAWARE
NF BRANDS, LLC		11/18/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DEERPATH FUND SERVICES, LLC, as Agent		
Street Address:	405 Lexington Avenue, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10174		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	87194582	LIQUIDLESS DIFFUSER	
Serial Number:	86964794	BLACK TULIP	
Serial Number:	86955957	CASHMERE SUEDE	
Serial Number:	85476817	NEST	
Serial Number:	77978698	NEST	
Serial Number:	85486053	N E S T FRAGRANCES	
Serial Number:	85486101	NEST FRAGRANCES	
Serial Number:	87767855	COCOA WOODS	
Serial Number:	90702267	NEST NEW YORK	
Serial Number:	90702289	NEST NEW YORK	
Serial Number:	97148399	NEST NEW YORK	
Serial Number:	97150108	NEST NEW YORK	
Serial Number:	97150111	NEST NEW YORK	
Serial Number:	97150117	NEST NEW YORK	
Serial Number:	97239170	NEST NEW YORK	
CORRESPONDENCE DATA			

CH \$390.00 87194582

Fax Number: 7132266397

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: 17132266000

Email: TMMail@porterhedges.com

Correspondent Name: Jonathan Pierce

Address Line 1: P.O. Box 4744

Address Line 4: Houston, TEXAS 77210-4744

ATTORNEY DOCKET NUMBER:	010997-0316
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NAME OF SUBMITTER:	Jonathan Pierce
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SIGNATURE:	/jmp/
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DATE SIGNED:	12/02/2022
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 18, 2022 (the “*Agreement*”), by and between NEST FRAGRANCES, LLC, a Delaware limited liability company (“*NEST Fragrances*”), NF BRANDS, LLC, a Delaware limited liability company (together with NEST Fragrances, collectively, “*Debtor*”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “*Secured Party*”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “*Borrowers*”), Nest New York, Inc., a Delaware corporation (“*Holdings*”), and the other guarantors from time to time party to the Loan Agreement (collectively with Holdings, the “*Guarantors*”), the lenders from time to time party to the Loan Agreement (collectively, the “*Lenders*”), and Secured Party have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “*Loan Agreement*”);

WHEREAS, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “*Security Agreement*”), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest

in, and lien on, all of the following property of Debtor (the “*IP Collateral*”), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its trademarks and trademark applications referred to on *Schedule 1* hereto, all common law rights associated with the foregoing, and all rights of priority associated with the foregoing, together with all goodwill associated therewith or symbolized thereby;
- (b) all renewals of the foregoing; and
- (c) all proceeds of the foregoing rights, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

Notwithstanding anything contained herein to the contrary, “IP Collateral” shall not include any “intent to use” trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted (but such applications shall automatically be IP Collateral without further action by any party once an amendment to allege use or a statement of use is filed and accepted).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor’s expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

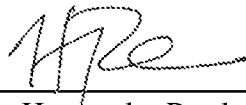
SECTION 8. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state of New York.

[Signatures Appear on Following Page]

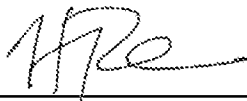
IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

DEBTOR:

NEST FRAGRANCES, LLC
a Delaware limited liability company

By:  _____
Name: Hemanshu Patel
Title: Vice President

NF BRANDS, LLC
a Delaware limited liability company

By:  _____
Name: Hemanshu Patel
Title: Vice President

SECURED PARTY:

DEERPATH FUND SERVICES, LLC
a Delaware limited liability company,
as Agent



By: _____

Name: Anish Bahl

Title: Chief Financial Officer

Schedule 1

to

Trademark Security Agreement

***Registered Trademarks, Material Unregistered Trademarks, and
Applications for Registration of Trademarks***

Mark	Serial No.	Reg. No.	Registration Date	Country
LIQUIDLESS DIFFUSER	87194582	5273057	Aug. 22, 2017	USA
BLACK TULIP	86964794	5312401	Oct. 17, 2017	USA
CASHMERE SUEDE	86955957	5219575	Jun. 06, 2017	USA
NEST	85476817	4290005	Feb. 12, 2013	USA
NEST	77978698	3769261	Mar. 30, 2010	USA
N E S T FRAGRANCES	85486053	4280633	Jan. 22, 2013	USA
NEST FRAGRANCES	85486101	4182702	Jul. 31, 2012	USA
COCOA WOODS	87767855	5869083	Sep. 24, 2019	USA
NEST NEW YORK	90702267	6723697	May 24, 2022	USA
NEST NEW YORK	90702289	6735805	May 24, 2022	USA
NEST NEW YORK	97148399	N/A	N/A	USA
NEST NEW YORK	97150108	N/A	N/A	USA
NEST NEW YORK	97150111	N/A	N/A	USA
NEST NEW YORK	97150117	N/A	N/A	USA
NEST NEW YORK	97239170	N/A	N/A	USA

[SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT]