

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOMBAS LLC		04/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	Suite IL 1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Serial Number:	85920736	BEE BETTER	
Serial Number:	85920762		
Serial Number:	85920565	BOMBAS	
Serial Number:	87453725	BOMBAS	
Serial Number:	87661094	HEX TEC	
Serial Number:	87661013	HEX TEC	
Serial Number:	86314517	INVISITOE	
Serial Number:	86752910	ONE PAIR PURCHASED = ONE PAIR DONATED	
Serial Number:	86752887	ONE PAIR PURCHASED = ONE PAIR DONATED	
Serial Number:	88396581	BEE BETTER	
Serial Number:	88396591	BEE BETTER	
Serial Number:	88396430		
Serial Number:	88396448		
Serial Number:	88667468		
Serial Number:	88361550	BOMBAS	
Serial Number:	88361555	BOMBAS	
Serial Number:	88667463	BOMBAS	
Serial Number:	88396470	BOMBAS	

CH \$815.00 85920736

Property Type	Number	Word Mark
Serial Number:	88396486	BOMBAS
Serial Number:	87921290	
Serial Number:	88325728	DESIGNED FOR DONATION
Serial Number:	88396509	HEX TEC
Serial Number:	88396522	HEX TEC
Serial Number:	88396550	HEX TEC
Serial Number:	88396562	HEX TEC
Serial Number:	88396536	INVISITOE
Serial Number:	88221415	ONE ITEM PURCHASED = ONE ITEM DONATED
Serial Number:	88325746	ONE ITEM PURCHASED = ONE ITEM DONATED
Serial Number:	88481891	ONE PURCHASED = ONE DONATED
Serial Number:	88667471	ONE PURCHASED = ONE DONATED
Serial Number:	88481898	ONE PURCHASED ONE DONATED
Serial Number:	88667473	ONE PURCHASED = ONE DONATED

CORRESPONDENCE DATA

Fax Number: 4048853900

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: 4048853099

Email: trademarks@troutman.com

Correspondent Name: Brandon M. Reed, Esq.

Address Line 1: 600 Peachtree Street NE, Suite 3000

Address Line 2: Troutman Pepper

Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	256674.000001
NAME OF SUBMITTER:	Brandon M. Reed
SIGNATURE:	/Brandon M. Reed/
DATE SIGNED:	11/04/2022

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of April 1, 2020, by and among JPMORGAN CHASE BANK, N.A. ("Lender"), and BOMBAS LLC, a Delaware limited liability company ("Grantor").

PRELIMINARY STATEMENT

A. The Grantor and the Lender are entering into a Credit Agreement dated of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. The Grantor is entering into this Agreement and that certain Pledge and Security Agreement, dated of even date herewith (as amended, restated, amended and restated, replaced, extended, supplemented, or otherwise modified from time to time, the "Security Agreement"; Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement or, if not defined therein, in the Credit Agreement) in order to induce the Lender to enter into and extend credit to the Grantor under the Credit Agreement.

C. Pursuant to the terms of the Security Agreement, Grantor has granted or shall grant to Lender a security interest in, among other property, certain Copyrights, Trademarks and Patents to secure the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure the prompt and complete payment and performance of the Secured Obligations, Grantor hereby grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under all intellectual property of Grantor (the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Lender.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of

which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Addresses of Grantor:

Bombas LLC
881 Broadway, 2nd Floor
New York, NY 10003
Attention: Chief Financial Officer

With a copy to:

Great Hill Partners, LP
200 Clarendon Street, 29th Floor
Boston, MA 02116
Attention: Michael Kumin and John Dwyer

Address of Lender:

JPMorgan Chase Bank, N.A.
Middle Market Servicing
10 South Dearborn, Floor L2
Suite IL1-1145
Chicago, IL, 60603-2300

With a copy to:

JPMorgan Chase Bank, N.A.
237 Park Avenue -- 6th Floor
Mail Code: NY1-R603
New York, NY 10017
Attention: Javier Carreras

GRANTOR:

BOMBAS LLC

By: 
Name: Apurva Shah
Title: Chief Financial Officer

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Addresses of Grantor:

Attention: _____

Fax No: _____

GRANTOR:

BOMBAS LLC

By: _____

Name:

Title:

Address of Lender:

JPMorgan Chase Bank, N.A.
Middle Market Servicing
10 South Dearborn, Floor L2
Suite IL1-1145
Chicago, IL, 60603-2300

LENDER:

JPMORGAN CHASE BANK, N.A.

By: *Megan Westhead*

Name: *Megan Westhead*

Title: *Vice President*

With a copy to:

JPMorgan Chase Bank, N.A.
237 Park Avenue – 6th Floor
Mail Code: NY1-R603
New York, NY 10017
Attention: Javier Carreras

EXHIBIT A

Copyrights

REGISTERED COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

Copyright	Author	Application Date	Application Number
Bombas Bee Design	Bombas LLC	March 12, 2020	023452.1200

COPYRIGHT LICENSES

None.

EXHIBIT B

Patents

Part A – United States Patents

PATENTS AND DESIGN PATENTS

Description	Application No.	Patent No.	Issued	Expiration
Sock	29494322	D723261	March 3, 2015	

PATENT APPLICATIONS

None.





PATENT LICENSES

None.



EXHIBIT C




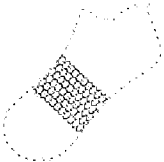



Trademarks


U.S. TRADEMARK REGISTRATIONS

Trademark	Application No.	Filing Date	Registration No.	Registration Date
BEE BETTER	85/920,736	May 1, 2013	5,323,994	October 31, 2017
	85/920,762	May 1, 2013	4,492,579	March 4, 2014
BOMBAS	85/920,565	May 1, 2013	4,492,577	March 4, 2014
	87/453,725	May 17, 2017	5,359,406	December 19, 2017
HEX TEC	87/661,094	October 26, 2017	5,710,807	March 26, 2019
	87/661,013	October 26, 2017	5,704,333	March 19, 2019
INVISITOE	86/314,517	June 19, 2014	4,736,719	May 12, 2015
ONE PAIR	86/752,910	September 10, 2015	4,945,652	April 26, 2016
PURCHASED = ONE PAIR DONATED	86/752,887	September 10, 2015	4,963,573	May 24, 2016
				

U.S. TRADEMARK APPLICATIONS

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status
BEE BETTER	88/396,581	April 22, 2019	-	-	Pending
BEE BETTER	88/396,591	April 22, 2019	-	-	Pending
	88/396,430	April 22, 2019	-	-	Pending
	88/396,448	April 22, 2019	-	-	Pending

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status
	88/667,468	October 24, 2019	-	-	Pending
BOMBAS	88/361,550	March 28, 2019	-	-	Pending
BOMBAS	88/361,555	March 28, 2019	-	-	Pending
BOMBAS	88/667,463	October 24, 2019	-	-	Pending
BOMBAS 	88/396,470	April 22, 2019	-	-	Pending
BOMBAS 	88/396,486	April 22, 2019	-	-	Pending
	87/921,290	May 15, 2018	-	-	Pending
	88/325,728	March 5, 2019	-	-	Pending
HEX TEC	88/396,509	April 22, 2019	-	-	Pending
HEX TEC	88/396,522	April 22, 2019	-	-	Pending
HEX • TEC	88/396,550	April 22, 2019	-	-	Pending
HEX • TEC	88/396,562	April 22, 2019	-	-	Pending
INVISITOE	88/396,536	April 22, 2019	-	-	Pending
ONE ITEM	88/221,415	December 7, 2018	-	-	Pending
PURCHASED = ONE ITEM DONATED	88/325,746	March 5, 2019	-	-	Pending
					
ONE PURCHASED = ONE DONATED	88/481,891	June 20, 2019	-	-	Pending
ONE PURCHASED = ONE DONATED	88/667,471	October 24, 2019	-	-	Pending
	88/481,898	June 20, 2019	-	-	Pending

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status
	88/667,473	October 24, 2019	-	-	Pending

TRADEMARK LICENSES

None.