

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CBC IP Holding, LLC		01/31/2023	Limited Liability Company: MASSACHUSETTS
BrandVia Alliance, Inc.		01/31/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, as Second Lien Collateral Agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	6163449		
Registration Number:	5512889	WAY TO GROW	
Registration Number:	5378698	CLICK-TIPS	
Registration Number:	4275210		
Registration Number:	4377806	SERVINGUS	
Registration Number:	4277011	HUGS & HEALTH	
Registration Number:	4310719	HEALTHSIDE	
Registration Number:	4384675	HEALTHSIDE	
Registration Number:	4133213	ON	
Registration Number:	4096015	KEEPING TABS	
Registration Number:	3744702	ON	
Registration Number:	3724893	WE WONDER	
Registration Number:	3770197	KNOW WHAT?	
Registration Number:	3786827	WHAT'S UP	
Registration Number:	3849318	WHO KNEW?	
Registration Number:	3281893	POCKET MINDER	
Registration Number:	2975399	ON	

OP \$940.00 6163449

Property Type	Number	Word Mark
Registration Number:	2930323	WHAT'S UP
Registration Number:	2864828	WE WONDER
Registration Number:	2918225	CHANNING BETE COMPANY
Registration Number:	2918230	
Registration Number:	2918231	CHANNING BETE COMPANY
Registration Number:	2665576	KNOW WHAT?
Registration Number:	2636881	WHO KNEW?
Registration Number:	2506274	KNOW WHAT?
Registration Number:	2340769	WRITE FROM THE HEART
Registration Number:	2201465	WAY TO GROW
Registration Number:	2199805	
Registration Number:	2198223	DEWDROP
Registration Number:	1948348	A TEACHING TALE FROM THE CHANNING L. BET
Registration Number:	1792591	REALSTYLE
Registration Number:	1748452	DEWDROP SAYS
Registration Number:	1747081	EVERYREADER
Registration Number:	1642054	SCRIPTOGRAPHIC
Registration Number:	1680279	SCRIPTOGRAPHY
Registration Number:	5446834	CREATING BRAND ENGAGEMENT
Registration Number:	2885715	BRANDVIA...

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1899925 TM 2L
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	02/02/2023

Total Attachments: 7

source=#96547341v1 - (Halo (TPG) - 2L Trademark Security Agreement)#page3.tif
source=#96547341v1 - (Halo (TPG) - 2L Trademark Security Agreement)#page4.tif
source=#96547341v1 - (Halo (TPG) - 2L Trademark Security Agreement)#page5.tif
source=#96547341v1 - (Halo (TPG) - 2L Trademark Security Agreement)#page6.tif

source=#96547341v1 - (Halo (TPG) - 2L Trademark Security Agreement)#page7.tif
source=#96547341v1 - (Halo (TPG) - 2L Trademark Security Agreement)#page8.tif
source=#96547341v1 - (Halo (TPG) - 2L Trademark Security Agreement)#page9.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Second Lien Trademark Security Agreement”) is entered into as of January 31, 2023, by and among CBC IP Holding, LLC, a Massachusetts limited liability company and BrandVia Alliance, Inc., a California corporation (collectively, the “Grantors”, and each individually, a “Grantor”) and ANTARES CAPITAL LP, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Second Lien Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to a Second Lien Pledge and Security Agreement, dated as of June 28, 2018 (as supplemented by that certain Second Lien Joinder Agreement, dated as of the date hereof, and as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Second Lien Security Agreement”), in favor of the Second Lien Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by such Grantor and pursuant to which such Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Second Lien Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Second Lien Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Second Lien Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of such Grantor, including the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Second Lien Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the applicable Grantor to the Second Lien Collateral Agent in the Second Lien Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement (and are expressly subject to the terms and

conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with its terms, the Second Lien Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Second Lien Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

CBC IP HOLDING, LLC

By: DocuSigned by: Hemant Kumar
D178ECC48B2842D...
Name: Hemant Kumar
Title: Treasurer

BRANDVIA ALLIANCE, INC.

By: DocuSigned by: Hemant Kumar
D178ECC48B2842D...
Name: Hemant Kumar
Title: Treasurer

Accepted and Agreed:

ANTARES CAPITAL LP,
as Second Lien Collateral Agent


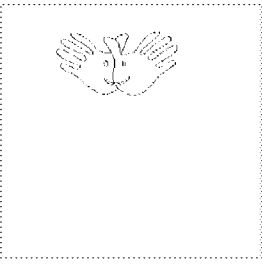
Benjamin L Chapin


By: _____



Name: Benjamin Chapin
Title: Duly Authorized Signatory

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No.	Registration No.	Owner
	88834121	6163449	CBC IP Holding, LLC
WAY TO GROW	87707019	5512889	CBC IP Holding, LLC
CLICK-TIPS	87480048	5378698	CBC IP Holding, LLC
	85637027	4275210	CBC IP Holding, LLC
SERVINGUS	85979393	4377806	CBC IP Holding, LLC
HUGS & HEALTH	85489542	4277011	CBC IP Holding, LLC
HEALTHSIDE	85978210	4310719	CBC IP Holding, LLC
HEALTHSIDE	85456394	4384675	CBC IP Holding, LLC
ON	85364506	4133213	CBC IP Holding, LLC
KEEPING TABS	85343351	4096015	CBC IP Holding, LLC
ON	77778466	3744702	CBC IP Holding, LLC
WE WONDER	77708875	3724893	CBC IP Holding, LLC
KNOW WHAT?	77708889	3770197	CBC IP Holding, LLC
WHAT'S UP	77708911	3786827	CBC IP Holding, LLC

Trademark	Application No.	Registration No.	Owner
WHO KNEW?	77699978	3849318	CBC IP Holding, LLC
POCKET MINDER	77035688	3281893	CBC IP Holding, LLC
ON	76574236	2975399	CBC IP Holding, LLC
WHAT'S UP	76570485	2930323	CBC IP Holding, LLC
WE WONDER	78184685	2864828	CBC IP Holding, LLC
CHANNING BETE COMPANY	78975556	2918225	CBC IP Holding, LLC
	78975687	2918230	CBC IP Holding, LLC
	78975692	2918231	CBC IP Holding, LLC
KNOW WHAT?	76243197	2665576	CBC IP Holding, LLC
WHO KNEW?	76205889	2636881	CBC IP Holding, LLC
KNOW WHAT?	76141401	2506274	CBC IP Holding, LLC
WRITE FROM THE HEART	75659915	2340769	CBC IP Holding, LLC
WAY TO GROW	75377698	2201465	CBC IP Holding, LLC
	75355537	2199805	CBC IP Holding, LLC
DEWDROP	75355539	2198223	CBC IP Holding, LLC

Trademark	Application No.	Registration No.	Owner
	74569381	1948348	CBC IP Holding, LLC
REALSTYLE	74339794	1792591	CBC IP Holding, LLC
	74277365	1748452	CBC IP Holding, LLC
EVERYREADER	74269370	1747081	CBC IP Holding, LLC
SCRIPTOGRAPHIC	74035077	1642054	CBC IP Holding, LLC
SCRIPTOGRAPHY	74035127	1680279	CBC IP Holding, LLC
CREATING BRAND ENGAGEMENT	87560598	5446834	BrandVia Alliance, Inc.
BRANDVIA...	76482805	2885715	BrandVia Alliance, Inc.