

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Only What You Need, Inc.		03/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Raven Asset-Based Credit (Onshore) Fund II LP		
Street Address:	1335 4th Street, 4th Floor		
Internal Address:	c/o Raven Capital Management LLC		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6301877	COOKIES & CREAMLESS	
Registration Number:	6274344	FUELED BY THE TRUTH	
Serial Number:	87164280	OWYN	
Registration Number:	6136695	WE MILK PLANTS, NOT COWS	
Registration Number:	5829292	O	
Registration Number:	5504983	O	
Registration Number:	5757962	OWYN ONLY WHAT YOU NEED	
Registration Number:	5392416	OWYN ONLY WHAT YOU NEED	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	714.668.6200		
Email:	johnkline@paulhastings.com		
Correspondent Name:	John Kline		
Address Line 1:	695 Town Center Drive		
Address Line 2:	Seventeenth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	John Kline		

OP \$215.00 6301877

SIGNATURE:	/s/ John Kline
DATE SIGNED:	03/29/2023
Total Attachments: 5 source=Raven_OWYN - IP Security Agreement (Trademarks) [Executed](115824789_1)#page1.tif source=Raven_OWYN - IP Security Agreement (Trademarks) [Executed](115824789_1)#page2.tif source=Raven_OWYN - IP Security Agreement (Trademarks) [Executed](115824789_1)#page3.tif source=Raven_OWYN - IP Security Agreement (Trademarks) [Executed](115824789_1)#page4.tif source=Raven_OWYN - IP Security Agreement (Trademarks) [Executed](115824789_1)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of March 29, 2023 between each of the signatories hereto (collectively, the “Grantors”) in favor of Raven Asset-Based Credit (Onshore) Fund II LP (“Raven”), as administrative agent and collateral agent for the Secured Parties (as hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”).

RECITALS:

WHEREAS, reference is made to that certain Security Agreement, dated as of March 29, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”; capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Security Agreement), by and among the Grantors, the other grantors party thereto from time to time and the Administrative Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Administrative Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(b) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

(c) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (ii) all

income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iii) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (iv) any and all proceeds of the foregoing.

Notwithstanding anything to the contrary contained in this Section 1, the security interest granted under this Agreement shall not extend to, and the Collateral shall not include, any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable Law; provided that upon submission to and acceptance by the USPTO of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or a statement of use pursuant to 15 U.S.C. Section 1051(d) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. The Grantors and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest created hereby in the Collateral is not to be construed as an assignment of any Trademarks or Trade Secrets.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.


Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement, as applicable, shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ONLY WHAT YOU NEED, INC.,
as a Grantor


By: 
Name: Leigh Feuerstein
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 008023 FRAME: 0752

**RAVEN ASSET-BASED CREDIT (ONSHORE)
FUND II LP, as Administrative Agent**

By: RCM CF II GP LLC, its general partner



DocuSigned by:
By:  _____
D9AF3025F79C491...

Name: Joshua Green

Title: Authorized Signatory

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. U.S. Trademarks

Grantor	Mark	Serial Number / Registration Number	Filing Date	Status
Only What You Need, Inc.	Cookies & Creamless	88289665 6301877	February 5, 2019 March 23, 2021	Registered
Only What You Need, Inc.	Fueled by the Truth	88942778 6274344	June 1, 2020 February 16, 2021	Registered
Only What You Need, Inc.	OWYN	87164280	September 8, 2016	Pending
Only What You Need, Inc.	We Milk Plants, Not Cows	87718132 6136695	December 12, 2017 August 25, 2020	Registered
Only What You Need, Inc.		87165886 5829292	September 9, 2016 August 6, 2019	Registered
Only What You Need, Inc.		87977508 5504983	September 9, 2016 June 26, 2018	Registered
Only What You Need, Inc.	OWYN ONLY WHAT YOU NEED	86859931 5757962	December 29, 2015 May 21, 2019	Registered
Only What You Need, Inc.	OWYN ONLY WHAT YOU NEED	86983483 5392416	December 29, 2015 January 30, 2018	Registered