

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM803843

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MOUNTAIN ORIGINS DESIGN LLC		04/14/2023	Limited Liability Company: WYOMING
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LAGO INNOVATION FUND III, LLC		
<b>Street Address:</b>	3575 Piedmont Rd Bldg 15 Ste 730		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30305		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 49</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6964435	FREMONT	
<b>Registration Number:</b>	6964434	PINION	
<b>Registration Number:</b>	6964433	AZURA	
<b>Serial Number:</b>	97418572	DIVIDE	
<b>Serial Number:</b>	97402774	BASIN	
<b>Serial Number:</b>	97357544	FACETS VOICES OF THE MOUNTAIN LIFE	
<b>Serial Number:</b>	97357533	STIO LET THE OUTSIDE IN	
<b>Serial Number:</b>	97357527	STIO MOUNTAIN STUDIO	
<b>Serial Number:</b>	97342813	PEAKFILL	
<b>Serial Number:</b>	97342808	PEAKPROOF	
<b>Serial Number:</b>	97342804	MOUNTAIN TOWN JOURNAL	
<b>Serial Number:</b>	97342799	DOUBLECHARGE	
<b>Serial Number:</b>	97342793	EDDY	
<b>Registration Number:</b>	6951793	TURPIN	
<b>Serial Number:</b>	97342789	GANNETT	
<b>Serial Number:</b>	97079648	SECOND TURN	
<b>Serial Number:</b>	97079644	STIO SECOND TURN	
<b>Serial Number:</b>	97079631	SECOND TURN	
<b>Serial Number:</b>	97079624	STIO SECOND TURN	

OP \$1240.00 6964435

Property Type	Number	Word Mark
Serial Number:	97457102	GLIDE
Serial Number:	97457097	CREDENTIAL
Serial Number:	97457095	OBJECTIVE
Serial Number:	97457092	SKYCREST
Serial Number:	97457090	HYLAS
Serial Number:	97457086	COBURN
Serial Number:	97457082	SECOND LIGHT
Serial Number:	97421828	COLTER
Serial Number:	97421821	PINEDALE
Serial Number:	97421815	FERNOS
Serial Number:	97418610	CFS
Serial Number:	97418606	WILCOX
Serial Number:	97418588	SKILLET
Serial Number:	97418580	SHOT 7
Serial Number:	88829908	EPIC & EVERYDAY
Registration Number:	6183458	BASIS
Registration Number:	5417662	ENVIRON
Registration Number:	5568373	RIVET
Registration Number:	5617962	FIVE TO NINE
Registration Number:	5617960	SATISFY YOUR MOUNTAIN SOUL
Registration Number:	4950035	STIO MOUNTAIN STUDIO
Registration Number:	4909690	LET THE OUTSIDE IN
Registration Number:	5049267	AUTHENTIC. MOUNTAIN. LIFE.
Registration Number:	4419235	
Registration Number:	4411716	STIO A MOUNTAIN COMPANY
Registration Number:	4411715	STIO
Registration Number:	4388925	STIO MOUNTAIN
Registration Number:	4448311	STIO A MOUNTAIN COMPANY
Registration Number:	4396917	STIO MOUNTAIN
Registration Number:	4396916	STIO

**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.

<b>Address Line 4:</b>	Washington, D.C. 20036
<b>ATTORNEY DOCKET NUMBER:</b>	1961984 TM
<b>NAME OF SUBMITTER:</b>	Yvette Stohler
<b>SIGNATURE:</b>	/Yvette Stohler/
<b>DATE SIGNED:</b>	04/18/2023
<b>Total Attachments: 9</b> source=Lago-Stio IP Security Agreement 4-14-23#page1.tif source=Lago-Stio IP Security Agreement 4-14-23#page2.tif source=Lago-Stio IP Security Agreement 4-14-23#page3.tif source=Lago-Stio IP Security Agreement 4-14-23#page4.tif source=Lago-Stio IP Security Agreement 4-14-23#page5.tif source=Lago-Stio IP Security Agreement 4-14-23#page6.tif source=Lago-Stio IP Security Agreement 4-14-23#page7.tif source=Lago-Stio IP Security Agreement 4-14-23#page8.tif source=Lago-Stio IP Security Agreement 4-14-23#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 14, 2023 (the "**Agreement**") between **LAGO INNOVATION FUND III, LLC**, a Delaware limited liability company, as collateral agent for the Lenders (in such capacity, "**Agent**") and **MOUNTAIN ORIGINS DESIGN LLC**, a Wyoming limited liability company ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of April 14, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among Grantor, certain lenders from time to time party thereto (collectively, the "**Lenders**"), and Agent, as administrative agent and collateral agent for the Lenders. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Agent a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Agent with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**MOUNTAIN ORIGINS DESIGN LLC,**  
a Wyoming limited liability company

DocuSigned by:

*Michael Morrison*

By: 8E35CD3CC3B1496...

Name: Michael Morrison

Title: Chief Financial Officer

Address for Notices:

MOUNTAIN ORIGINS DESIGN LLC  
1725 High School Road, Suite 310  
PO Box 1188  
Jackson, WY 83001  
Attention: Michael Morrison, CFO  
Email: mmorrison@stio.com

**AGENT:**

**LAGO INNOVATION FUND III, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Tim Gottfried

Title: Managing Member

Address for Notices:

LAGO INNOVATION FUND III, LLC  
c/o BIP Capital  
3575 Piedmont Road, Building 15, Suite 730  
Atlanta GA, 30305  
Attn: Tim Gottfried  
e: tim@lagoinnovation.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**MOUNTAIN ORIGINS DESIGN LLC,**  
a Wyoming limited liability company

By: \_\_\_\_\_

Name: Michael Morrison

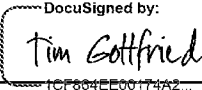
Title: Chief Financial Officer

Address for Notices:

MOUNTAIN ORIGINS DESIGN LLC  
1725 High School Road, Suite 310  
PO Box 1188  
Jackson, WY 83001  
Attention: Michael Morrison, CFO  
Email: mmorrison@stio.com

**AGENT:**

**LAGO INNOVATION FUND III, LLC,**  
a Delaware limited liability company

DocuSigned by:  
By:  \_\_\_\_\_  
TCP804EE00174A2...

Name: Tim Gottfried

Title: Managing Member

Address for Notices:

LAGO INNOVATION FUND III, LLC  
c/o BIP Capital  
3575 Piedmont Road, Building 15, Suite 730  
Atlanta GA, 30305  
Attn: Tim Gottfried  
e: tim@lagoinnovation.com



**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist



<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>





**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>Application Number/Serial Number:</u>	<u>Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Registration Date:</u>
FREMONT	97342778	6964435		January 24, 2023
PINION	97342776	6964434		January 24, 2023
AZURA	97342772	6964433		January 24, 2023
DIVIDE	97418572			
BASIN	97402774			
FACETS VOICES OF THE MOUNTAIN LIFE	97357544			
STIO LET THE OUTSIDE IN 	97357533			
STIO MOUNTAIN STUDIO 	97357527			
PEAKFILL	97342813			
PEAKPROOF	97342808			
MOUNTAIN TOWN JOURNAL	97342804			



DOUBLECHARGE	97342799			
EDDY	97342793			
TURPIN	97342786	6951793		January 10, 2023
GANNETT	97342789			
SECOND TURN	97079648			
STIO SECOND TURN	97079644			
SECOND TURN  SECOND TURN	97079631			
STIO SECOND TURN  SECOND TURN	97079624			
GLIDE	97457102			
CREDENTIAL	97457097			
OBJECTIVE	97457095			
SKYCREST	97457092			
HYLAS	97457090			
COBURN	97457086			
SECOND LIGHT	97457082			
COLTER	97421828			
PINEDALE	97421821			
FERNOS	97421815			
CFS	97418610			
WILCOX	97418606			
SKILLET	97418588			
SHOT 7	97418580			

EPIC & EVERYDAY	88829908			
BASIS	88724742	6183458		October 27, 2020
ENVIRON	87562093	5417662		March 6, 2018
RIVET	87562028	5568373		September 25, 2018
FIVE TO NINE	87169918	5617962		November 27, 2018
SATISFY YOUR MOUNTAIN SOUL	87169831	5617960		November 27, 2018
STIO MOUNTAIN STUDIO	86714263	4950035		May 3, 2016
LET THE OUTSIDE IN	86430279	4909690		March 1, 2016
AUTHENTIC. MOUNTAIN. LIFE.	86911684	5049267		September 27, 2016
	85533200	4419235		
STIO A MOUNTAIN COMPANY  <b>stio</b> <small>© 2013 STIO MOUNTAIN COMPANY</small>	85533196	4411716		October 15, 2013
STIO  <b>stio</b>	85533191	4411715		October 1, 2013
STIO MOUNTAIN  <b>stio</b> <small>mountain</small>	85533188	4388925		August 20, 2013
STIO A MOUNTAIN COMPANY	85495394	4448311		December 10, 2013
STIO MOUNTAIN	85495390	4396917		September 3, 2013

STIO	85495388	4396916		September 3, 2013
STIO	2018-014965	6097332		November 9, 2018
STIO (STYLIZED) WITH PINECONE	2018-014966	6097333		November 9, 2018
STIO (STYLIZED) WITH PINECONE	017778101	017778101		July 25, 2018
STIO (STYLIZED) WITH PINECONE	1881457	TMA1,057,139		October 2, 2019
STIO (STYLIZED) WITH PINECONE	N/A	UK00917778101		July 25, 2018
STIO	017778044	017778044		July 25, 2018
STIO	1881462	TMA1,057,138		October 2, 2019

**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Application Date:</u>
FOOTWEAR (LOW LACE DESIGN)		29831911		3/23/2022
FOOTWEAR (MEN'S MID LACE DESIGN)		29831914		3/23/2022
FOOTWEAR (MEN'S TALL SLIP ON DESIGN)		29831915		3/23/2022
FOOTWEAR (WOMEN'S MID SLIP ON DESIGN)		29831916		3/23/2022
FOOTWEAR (WOMEN'S TALL SLIP ON DESIGN)		29831917		3/23/2022
ARTICLE OF FOOTWEAR (FISHERMAN SHOE DESIGN)		29881178		12/28/2022