

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACHA SOAP CO.		05/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERITAGE BANK OF COMMERCE		
Street Address:	224 Airport Parkway		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95110		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6411769		
Registration Number:	6373427	SOLI	
Registration Number:	5886658	PACHA SOAP CO	
Registration Number:	5777502	SALT BLOCK	
Registration Number:	5771442	SHOWER BOOST	
Registration Number:	5714296	PACHA SOAP CO	
Registration Number:	5537009	PACHA SOAP CO	
Registration Number:	5164818	PACHA SOAP EARTH CAPTURED IN A BAR	
Registration Number:	5150852	PACHA SOAP EARTH CAPTURED IN A BAR	
Registration Number:	4663767	RAISE THE BAR	
Registration Number:	5483367	DIRTY HIPPIE	
Registration Number:	5503611	AMAZI	
Registration Number:	5330495	FROTH BOMB	
Registration Number:	4958372	PUMP IT UP! A CLEAN WATER CAMPAIGN	
Registration Number:	4958371	PUMP IT UP! A CLEAN WATER CAMPAIGN	
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>			

OP \$390.00 6411769

Phone: 6506483802
Email: PATTY@PATTYCHENG.COM
Correspondent Name: PATTY CHENG
Address Line 1: 2625 MIDDLEFIELD RD., #215
Address Line 4: PALO ALTO, CALIFORNIA 94306

NAME OF SUBMITTER: Patty Cheng

SIGNATURE: /s/ Patty Cheng

DATE SIGNED: 05/08/2023

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 23, 2022 by and between Pacha Soap Co., a Delaware corporation, (“Parent”) Pacha International LLC, a Delaware limited liability company (“Pacha LLC”), Soli International LLC, a Delaware limited liability company (“Soli LLC”) and Heritage Bank of Commerce, a California corporation (“Lender”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Parent, Pacha LLC and Soli LLC (individually and collectively, collectively, “Borrower”) under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and 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.

Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrower hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any intellectual property which Borrower obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]


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

Address of Borrower:

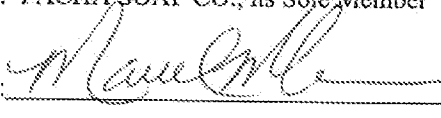
405 W. 2nd Street
Hastings, NE 68901
Attn: Andrew Vrbas, CEO

BORROWER:

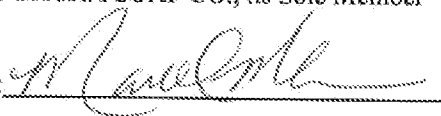
PACHA SOAP CO.

By: 
Name: MARIA CLAIRE MARKUSEN
Title: PRESIDENT

PACHA INTERNATIONAL LLC
By: PACHA SOAP CO., its Sole Member

By: 
Name: MARIA CLAIRE MARKUSEN
Title: PRESIDENT

SOLI INTERNATIONAL LLC
By: PACHA SOAP CO., its Sole Member

By: 
Name: MARIA CLAIRE MARKUSEN
Title: PRESIDENT

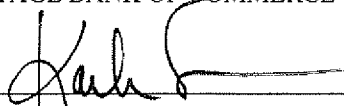
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

LENDER:

Address of Lender:

224 Airport Parkway
San Jose, California 95110
Attn: Karla Schrader

HERITAGE BANK OF COMMERCE


By:  _____

Name: Karla Schrader _____

Title: SVP _____

SCHEDULE C

Trademarks

<u>Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
Parent		88196720	6411769	7/6/21
Parent	SOLI	88196734	6373427	6/1/21
Parent	PACHA SOAP CO	88082091	5886658	10/15/19
Parent	FROTH MELT	88066597		*
Parent	SALT BLOCK	88058268	5777502	6/11/19
Parent	SHOWER BOOST	88066594	5771442	6/4/19
Parent	PACHA SOAP CO	88082096	5714296	4/2/19
Parent	PACHA COLLECTIVE	87783266		*
Parent	PACHA COLLECTIVE	87783264		*
Parent	PACHA COLLECTIVE	87783263		*
Parent	PACHA SOAP CO	87507002	5537009	8/7/18
Parent	PACHA SOAP CO	87507004		*
Parent	PACHA SOAP	87053020		*
Parent	PACHA SOAP EARTH CAPTURED IN A BAR	87111465	5164818	3/21/17
Parent	PACHA SOAP EARTH CAPTURED IN A BAR	87111452	5150852	2/28/17
Parent	RAISE THE BAR	86292702	4663767	12/30/15
Parent	DIRTY HIPPIE CLEAN PURPOSE	86575471		*
Parent	DIRTY HIPPIE	86575458	5483367	6/5/18
Parent	AMAZI	86971456	5503611	6/26/18
Parent	MAKE YOUR BATH COUNT	86951469		*
Parent	FROTH BOMB	86940964	5330495	11/7/17
Parent	PLUSH BATH	86948759		*
Parent	PUMP IT UP! A CLEAN WATER CAMPAIGN	86575436	4958372	5/17/16
Parent	PUMP IT UP! A CLEAN WATER CAMPAIGN	86575426	4958371	5/17/16
Parent	RAISE THE BAR FOR EVERY BAR OF PACHA SOAP PURCHASED A BAR IS GIVEN TO SOMEONE IN NEED	86294430		*
Parent	PACHA SOAP EARTH CAPTURED IN A BAR	86294415		*
Parent	PACHA SOAP EARTH CAPTURED IN A BAR	86292654		*

* — indicates dead, abandoned or cancelled trademark