TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809035

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aunt Flow Corp.		01/19/2022	Corporation:

RECEIVING PARTY DATA

Name:	Grasshopper Bank, N.A.
Street Address:	915 Broadway, 7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	97801304	AUNT FLOW
Serial Number:	97454968	AUNT FLOW
Serial Number:	97454967	AUNT FLOW
Serial Number:	97454964	FLOW

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: 7867443590
Email: schang@vlplawgroup.com
Correspondent Name: Sophia Chang
Address Line 1: 9755 NW 52ND ST, APT 213
Address Line 4: DORAL, FLORIDA 33178

NAME OF SUBMITTER:	Sophia Chang
SIGNATURE:	/SophiaChang/
DATE SIGNED:	05/09/2023

Total Attachments: 8

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OP $115.00 97801304

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of January 19, 2022, by and between GRASSHOPPER BANK, N.A. ("Bank") and AUNT FLOW CORP. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated January 19, 2022 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

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

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor 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 Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in 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 to 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.

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5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, 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 in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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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.

GRANTOR:

AUNT FLOW CORP.

DocuSigned by:

Claire Coder

FA98DF293023477...

By: Claire Coder

Title: Founder and CEO

BANK:

GRASSHOPPER BANK, N.A.

DocuSigned by:

Jeremy Shure

CD7F66126D6C4E2...

By: Jeremy Shure

Title: Co-Head Technology Banking

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
NONE		

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
PRODUCT DISPENSING SYSTEM	20210043023	02/11/2021
	16988607	08/08/2020

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
CHANGING THE WORLD, ONE CYCLE AT A TIME	88092876	08/25/2018
	5715233	04/02/2019
TOILET PAPER IS OFFERED FOR FREE, WHY AREN'T TAMPONS?	87576180	08/20/2017
	5484365	06/05/2018
TAKING CARE OF YOUR FLOW, TAKES CARE OFHER FLOW.	87111153	07/21/2016
	5408343	02/20/2018
PEOPLE HELPING PEOPLE. PERIOD.	87141657	08/17/2016
	5320491	10/31/2017
AUNT FLOW	87153371	08/29/2016
	5185267	04/18/2017
AUNT FLOW	87153362	08/29/2016
	5185266	04/18/2017
DON'T BE SELF CONSCIOUS ABOUT BEING SOCIALLY CONSCIOUS	87141736	08/17/2016
	5185141	04/18/2017
MENSTRUATION NATION	87198840	10/10/2016
	5166546	03/21/2017
PERIOD PARTY	87198820	10/10/2016
	5116335	01/03/2017
AUNT FLOW	97801304	02/18/2023
AUNT FLOW	97454968	06/13/2022
AUNT FLOW	97454967	06/13/2022
FLOW	97454964	06/13/2022

EXHIBIT D

Mask Works

Description	Registration/ Application Number	Registration/ Application Date
NONE		