

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECOMMERCEBRANDS.COM, INC.		05/17/2023	Corporation: DELAWARE
AUTOANYTHING BRANDS, LLC		05/17/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 Sand Hill Road		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	6254664	AUTO ANYTHING SELECT	
Registration Number:	3452544	AUTOANYTHING	
Registration Number:	6800183	FOR THE BUILD	
Registration Number:	6828556		
Registration Number:	4356946	MORRIS 4X4 CENTER	
Registration Number:	4356785	MORRIS 4X4 CENTER	
Registration Number:	5525098	PROZ	
Registration Number:	5661700	PROZ	
Registration Number:	5525121	TRU XP	
Registration Number:	5612138	TRU XP	
Registration Number:	5710079	TRUAP	
Registration Number:	5586667	TRUAP	
Registration Number:	5728269	TRUAP	
Registration Number:	5022070	TRUXP	
Registration Number:	6908728	WHEELWELL	
Registration Number:	6792104		
Serial Number:	90268553	ROADLESS	

CH \$665.00 6254664

Property Type	Number	Word Mark
Serial Number:	90703981	ROADY
Serial Number:	97771484	ANY MILE. ANY PART. ANYTHING.
Serial Number:	97863272	AUTO ANYTHING
Serial Number:	97863282	M 4X4
Serial Number:	97863280	M MORRIS 4X4 CENTER
Serial Number:	97863277	
Serial Number:	97863276	OVERLANDER
Serial Number:	97771482	UNLEASH YOUR INNER 4X4.
Serial Number:	97771481	WHATEVER MORE IS FOR YOU

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: 6508157637

Email: aalwine@mwe.com

Correspondent Name: Judy M. Mohr/McDermott Will & Emery LLP

Address Line 1: 415 Mission Street, Suite 5600

Address Line 4: San Francisco, CALIFORNIA 94105-2616

ATTORNEY DOCKET NUMBER:	082853-0010ECOMMERCEBRAND
NAME OF SUBMITTER:	Judy M. Mohr
SIGNATURE:	/Judy M. Mohr/
DATE SIGNED:	05/25/2023

Total Attachments: 10

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** dated as of May 17, 2023, to and for the benefit of TRIPLEPOINTCAPITAL LLC, in its capacity as collateral agent for itself and Lenders (as defined below) as grantee and each of the undersigned, as a grantor (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to each grantor, which is ECOMMERCEBRANDS.COM, INC. and AUTOANYTHING BRANDS, LLC, and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and each grantor under this Agreement.

Reference is made to the Plain English Growth Capital Loan and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), dated as of December 9, 2021 by and among, You, Collateral Agent and all other Lender parties thereto from time to time (in their respective capacities as lenders, each a "Lender" and collectively the "Lenders"). Pursuant to the Loan Agreement, each of You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that each of You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, each of You agree as follows:

1. GRANT OF SECURITY INTEREST

Each of You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Each of You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

IP Security Agreement (ECOMMERCEBRANDS.COM)

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

Each of You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. Each of You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, each of You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and each of Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.


7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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 WITNESS WHEREOF, each of You have duly executed this Agreement as of the date first set forth above.

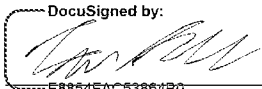
You: **ECOMMERCEBRANDS.COM, INC.**

Signature: 
E8854FAC53864B0...

Print Name: Mark Bickenbach

Title: Chief Executive Officer

You: **AUTOANYTHING BRANDS, LLC**

Signature: 
E8854FAC53864B0...

Print Name: Mark Bickenbach

Title: Chief Executive Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between ECOMMERCEBRANDS.COM, INC. and AUTOANYTHING BRANDS, LLC, as You (Grantor)
and TRIPLEPOINTCAPITAL LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
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None

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
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None

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between ECOMMERCEBRANDS.COM, INC. and AUTOANYTHING BRANDS, LLC, as You (Grantor)
and TRIPLEPOINTCAPITAL LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
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See attachment



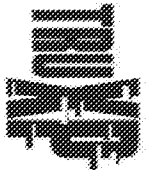

TRADEMARK APPLICATIONS


Name	Date Filed	Serial Number	Status
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See attachment

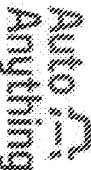

1. Trademarks

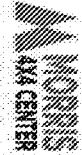


Trademark/Service Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
AUTOANYTHING	EUTM	012227419	16-Oct-2013	012227419	11-Mar-2014	Registered
AUTOANYTHING	United Kingdom	UK009012 227419	16-Oct-2013	UK009012 227419	11-Mar-2014	Registered
AUTO ANYTHING SELECT and design	United States	88743837	31-Dec-2019	6254664	26-Jan-2021	Registered
						
AUTOANYTHING	United States	77239991	26-Jul-2007	3452544	24-Jun-2008	Registered
FOR THE BUILD	United States	90495352	28-Jan-2021	6800183	26-Jul-2022	Registered
Misc. Design (Overlander - Bear)	United States	90268576	21-Oct-2020	6828556	23-Aug-2022	Registered
						
MORRIS 4x4 CENTER	United States	85704946	16-Aug-2012	4356946	25-Jun-2013	Registered
MORRIS 4x4 CENTER and design	United States	85663052	27-Jun-2012	4356785	25-Jun-2013	Registered

								
PROZ	United States	86425869	16-Oct-2014	5525098	24-Jul-2018	Registered		
PROZ (stylized)	United States	86545743	25-Feb-2015	5661700	22-Jan-2019	Registered		
								
TRU XP	United States	86459678	20-Nov-2014	5525121	24-Jul-2018	Registered		
TRU XP (stylized)	United States	86540525	20-Feb-2015	5612138	20-Nov-2018	Registered		
								
TRU AP	United States	86890824	29-Jan-2016	5710079	26-Mar-2019	Registered		
TRU AP	United States	86984118	29-Jan-2016	5586667	16-Oct-2018	Registered		
TRU AP (stylized)	United States	87118156	27-Jul-2016	5728269	16-Apr-2019	Registered		
								

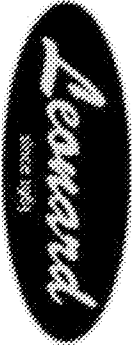
TRUXP	United States	86865552	05-Jan-2016	5022070	16-Aug-2016	Registered
WHEELWELL	United States	90495361	28-Jan-2021	6908728	22-Nov-2022	Registered
WHEELWELL logo	United States	90495338	28-Jan-2021	6792104	19-Jul-2022	Registered
						

2. Trademark Applications

Trademark/Service Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
ROADLESS	United States	90268553	21-Oct-2020	Pending	Pending	Pending
ROADY	United States	90703981	11-May-2021	Pending	Pending	Pending
ANY MILE. ANY PART. ANYTHING.	United States	97771484	27-Jan-2023	Pending	Pending	Pending
AUTO ANYTHING & Design	United States	97863272	29-Mar-2023	Pending	Pending	Pending
						
M 4x4 (stylized and design)	United States	97863282	29-Mar-2023	Pending	Pending	Pending
						
M Morris 4x4 (stylized and design)	United States	97863280	29-Mar-2023	Pending	Pending	Pending

	United States	97863277	29-Mar-2023	Pending	Pending	Pending
Misc. Design (Overlander - Bear) 	United States	97863276	29-Mar-2023	Pending	Pending	Pending
OVERLANDER and design (side) 	United States	97771482	27-Jan-2023	Pending	Pending	Pending
UNLEASH YOUR INNER 4X4 WHATEVER MORE IS FOR YOU	United States	97771481	27-Jan-2023	Pending	Pending	Pending

3. Trademark Licenses

Trademark/Service Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
LEONARD SINCE 1963 	United States	N/A	N/A	N/A	N/A	Identified as unregistered
LEONARD ACCESSORIES	United States	N/A	N/A	N/A	N/A	Identified as unregistered

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between ECOMMERCEBRANDS.COM, INC. and AUTOANYTHING BRANDS, LLC, as You (Grantor)
And TRIPLEPOINTCAPITAL LLC, as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Copyright	Reg./Serial No.
AutoAnything Website: January 2007 (Copyright)	TX0006506297
AutoAnything 2006 catalog (Copyright)	TX0006492921

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		