

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM818956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BOUQS COMPANY		06/16/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CrowdOut Capital LLC		
Street Address:	812 San Antonio St., Suite 105		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4486090	BOUQS	
Registration Number:	4656156	THE BOUQS	
Serial Number:	97530632	BOUQ	
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:	6504732629		
Email:	ipcalendardept@omm.com		
Correspondent Name:	Scott Pink		
Address Line 1:	2765 Sand Hill Rd.		
Address Line 2:	O'Melveny & Myers LLP		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	0188182-00007		
NAME OF SUBMITTER:	Declan P. Kelly		
SIGNATURE:	/Declan P. Kelly/		
DATE SIGNED:	06/21/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated as of June 16, 2023, is made by THE BOUQS COMPANY, a Delaware corporation (“*Borrower*”), to CROWDOUT CAPITAL LLC, as administrative agent (in such capacity, and together with its successors and assigns, “*Agent*”) for the Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, Borrower, the Lenders from time to time party thereto and Agent, have entered into that certain Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, under the terms of the Credit Documents, Borrower has granted to Agent, for the benefit of itself and for the Lenders, a security interest in, among other property, certain intellectual property of Borrower, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

SECTION 1. Grant of Security. Borrower hereby grants to Agent for the benefit of itself or for the Lenders a security interest in all of Borrower’s right, title and interest in and to the following (the “*Trademark Collateral*”):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States “intent-to-use” trademark or service mark 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 such “intent-to-use” trademark or service mark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Borrower accruing thereunder or pertaining thereto; and

(iii) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by Borrower under this Trademark Security Agreement secures the payment of all Obligations of Borrower now or hereafter existing under or in respect of the Credit Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, as applicable.

SECTION 3. Recordation. Borrower authorizes and requests that the Commissioner for Trademarks and any other applicable government officer, as applicable, record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Borrower does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

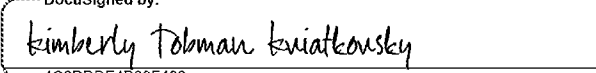
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO PROVISIONS REGARDING CHOICE OF LAW AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 11.10 AND 11.11 OF THE CREDIT AGREEMENT AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

THE BOUQS COMPANY, a Delaware corporation

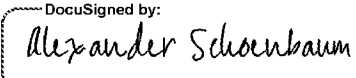
By: DocuSigned by:

Name: 4C2DDDE4B39F463 Kimberly Tobman Kviatkovsky
Title: Chief Executive Officer & Secretary

SIGNATURE PAGE
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 008105 FRAME: 0993

Agreed and Acknowledged:

CROWDOUT CAPITAL LLC, as Agent

By:  DocuSigned by:

Name: Alexander Schoenbaum

Title: Chief Executive Officer

SIGNATURE PAGE

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 008105 FRAME: 0994

Schedule A
TRADEMARKS

<u>Borrower</u>	<u>Trademark Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Serial No.</u>
The Bouqs Company	BOUQS	2/18/2014	Live	4486090	85754911
The Bouqs Company	THE BOUQS	12/16/2014	Live	4656156	86273276
The Bouqs Company	BOUQ	8/2/2022	Live	N/A	97530632

Schedule A-1

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