

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Grove, Inc.		06/30/2023	Corporation: LOUISIANA
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6698284	GROVE HAVE FUN, LIVE LIFE, EAT RIGHT!	
Registration Number:	6364974	LUCKY STREAK	
Serial Number:	90581505	THE GROVE, INC.	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 2:	Vedder Price P.C.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40180.00.0145		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		
DATE SIGNED:	07/05/2023		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 30th day of June, 2023 by and among The Grove, Inc., a Louisiana corporation (the “Grantor” or “Company”), in favor of CIBC BANK USA (“Lender”):

WITNESSETH:

WHEREAS, Company and/or its affiliates have previously entered into a certain Loan and Security Agreement (Main Street Priority Loan Facility), dated as of December 11, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Existing Loan and Security Agreement”; as amended by the First Amendment (as defined below), the “Loan and Security Agreement”) with Lender, pursuant to which extensions of credit were made to Company by Lender;

WHEREAS, Company and/or its affiliates are entering into that certain Joinder and First Amendment to Loan and Security Agreement (Main Street Priority Loan Facility), dated as of the date hereof with Lender (the “First Amendment”), which amends the Existing Loan and Security Agreement;

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Grantor has granted to Lender, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (but subject to the terms of the Loan and Security Agreement), to secure the payment of all amounts owing by Grantor under the Loan and Security Agreement; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan and Security Agreement. The Loan and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan and Security Agreement or the First Amendment, as applicable. In the event that any provision of this Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor’s entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as “Collateral” pursuant to the terms and conditions of the Loan and Security Agreement):

(i) each trademark and trademark application owned by Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(ii) each trademark license to which Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

(Signature Page Follows)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

THE GROVE INC.

By: 

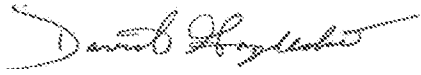
Name: Nina Kolaski a/k/a Nina Madonia

Title: Chief Executive Officer

Acknowledged:

LENDER:

CIBC BANK USA

By: _____

Name: David Gozdecki

Title: Managing Director

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>File #</u>	<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>Registration #</u>	<u>Current Owner</u>	<u>Legal Owner</u>
90661065	GROVE HAVE FUN, LIVE LIFE, EAT RIGHT! and Design	USA	LIVE	6698284	THE GROVE, INC.	THE GROVE, INC.
88389772	LUCKY STREAK	USA	LIVE	6364974	THE GROVE, INC.	THE GROVE, INC.
90581505	THE GROVE, INC. and Design	USA	LIVE	Pending	THE GROVE, INC.	THE GROVE, INC.

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

None.