

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM827200

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rowing Blazers Ltd.		07/25/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Winklevoss Capital Fund, LLC		
<b>Street Address:</b>	301 N Market Street, Suite 1463		
<b>Internal Address:</b>	Farmers Bank Building		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5963655		
<b>Registration Number:</b>	5380976	ROWING BLAZERS	
<b>Registration Number:</b>	5380977	ROWING BLAZERS	
<b>Registration Number:</b>	5375649	ROWING BLAZERS	
<b>Registration Number:</b>	5380978	ROWING BLAZERS	
<b>Registration Number:</b>	5380979	ROWING BLAZERS	
<b>Registration Number:</b>	5256735	ROWING BLAZERS	
<b>Registration Number:</b>	5599361		
<b>Registration Number:</b>	7006453	I'M A LUXURY	
<b>Registration Number:</b>	6450509	WARMANDWONDERFUL WARM & WONDERFUL	
<b>Registration Number:</b>	6708768	I'M A LUXURY . . . FEW CAN AFFORD	
<b>Registration Number:</b>	6708767	I'M A LUXURY	
<b>Registration Number:</b>	6450508	GYLES & GEORGE	
<b>Registration Number:</b>	6450507	WARM & WONDERFUL	
<b>Serial Number:</b>	97340179	WARM & WONDERFUL	
<b>Serial Number:</b>	97261276	ROWING BLAZERS	
<b>CORRESPONDENCE DATA</b>			

OP \$415.00 5963655

**Fax Number:** 2038691951

***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:** 2038622316

**Email:** ndouglas@wbamct.com

**Correspondent Name:** Nicholas A. Douglas

**Address Line 1:** Whitman Breed Abbott & Morgan LLC

**Address Line 2:** 500 West Putnam Avenue, 2nd Floor

**Address Line 4:** Greenwich, CONNECTICUT 06830

<b>NAME OF SUBMITTER:</b>	Nicholas A. Douglas
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<b>SIGNATURE:</b>	/Nicholas A. Douglas/
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<b>DATE SIGNED:</b>	07/26/2023
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “IP Security Agreement”), dated as of July 25th, 2023, is made by and between Rowing Blazers Ltd., a Delaware corporation (the “Borrower”) in favor of Winklevoss Capital Fund, LLC, a Delaware limited liability company (the “Lender”).

**WHEREAS**, the Borrower and the Lender have entered into that certain Secured Promissory Note dated as of June 30, 2023, as may be amended and/or restated from time to time (the “Secured Note”); and

**WHEREAS**, under the terms of the Secured Note, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Security**. The Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Borrower in, to, and under the following (the “IP Collateral”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) the copyright registrations and applications set forth in Schedule 2 hereto, and all extensions and renewals thereof (the “Copyrights”);

(c) all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but

no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Borrower hereby authorizes the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Lender.

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

4. Execution in Counterparts. This IP Security Agreement may be executed in 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security 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 IP Security 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 IP Security 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]

**IN WITNESS WHEREOF**, each of the parties have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**THE BORROWER:**

Rowing Blazers Ltd.

By: \_\_\_\_\_

Name: John L. Carlson

Title: Creative Director / CEO

**THE LENDER:**

Winklevoss Capital Fund, LLC

By: *Beth Kurteson*

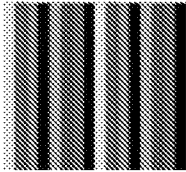

Name: Beth Kurteson


Title: Chief Operating Officer

[Signature Page to Intellectual Property Security Agreement]


**SCHEDULE 1**  
**TRADEMARKS**

Trademark Registrations:

Mark	Jurisdiction	Registration Number	Registration Date
	United States	5,963,655	01-14-2020
ROWING BLAZERS	United States	5,380,976	01-16-2018
ROWING BLAZERS	United States	5,380,977	01-16-2018
ROWING BLAZERS	United States	5,375,649	01-09-2018
ROWING BLAZERS	United States	5,380,978	01-16-2018
ROWING BLAZERS	United States	5,380,979	01-16-2018
ROWING BLAZERS	United States	5,256,735	08-01-2017
HENRY LOGO 	United States	5,599,361	11-06-2018
I'M A LUXURY	United States	7006453	03-21-2023

 WARM & WONDERFUL	United States	6450509	08-10-2021
I'M A LUXURY . . . FEW CAN AFFORD	United States	6708768	4-19-2022
I'M A LUXURY	United States	6708767	4-19-2022
GYLES & GEORGE	United States	6450508	08-10-2021
WARM & WONDERFUL	United States	6450507	08-10-2021

## Trademark Applications:

Mark	Jurisdiction	ITU Status	Application Number	Filing Date
WARM & WONDERFUL	United States	In use	97340179	03-31-2022
	United States	In use	97261276	02-10-2022

**SCHEDULE 2**

**COPYRIGHTS**

Copyright Registrations:

Title	Jurisdiction	Registration Number	Registration Date
ROWING BLAZERS	United States	TX0008634485	08-08-2018
ONE BLACK SHEEP	United States	VA0002226257	10-02-2020