

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rowing Blazers Ltd.		08/04/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Susanne Carlson		
Street Address:	365 Marsh St		
City:	Belmont		
State/Country:	MASSACHUSETTS		
Postal Code:	02478		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5963655		
Registration Number:	5380976	ROWING BLAZERS	
Registration Number:	5380977	ROWING BLAZERS	
Registration Number:	5375649	ROWING BLAZERS	
Registration Number:	5380978	ROWING BLAZERS	
Registration Number:	5380979	ROWING BLAZERS	
Registration Number:	5256735	ROWING BLAZERS	
Registration Number:	5599361		
Registration Number:	7006453	I'M A LUXURY	
Registration Number:	6450509	WARMANDWONDERFUL WARM & WONDERFUL	
Registration Number:	6708768	I'M A LUXURY . . . FEW CAN AFFORD	
Registration Number:	6708767	I'M A LUXURY	
Registration Number:	6450508	GYLES & GEORGE	
Registration Number:	6450507	WARM & WONDERFUL	
Serial Number:	97340179	WARM & WONDERFUL	
Serial Number:	97261276	ROWING BLAZERS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2088043 SC
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NAME OF SUBMITTER:	Sarah Mackin
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SIGNATURE:	/Sarah Mackin/
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DATE SIGNED:	08/04/2023
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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 August 4, 2023, is made by and between Rowing Blazers Ltd., a Delaware corporation (the “Borrower”) in favor of Susanne Carlson, an individual (the “Lender”).

WHEREAS, the Borrower and the Lender have entered into that certain Secured Promissory Note dated as of May 1, 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.

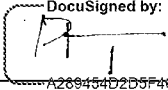
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed 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.

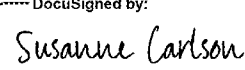
THE BORROWER:

Rowing Blazers Ltd.

By: 
 DocuSigned by:
 A269454D2D5F480...
 Name: David Rosenzweig
 Title: Chief Strategy Officer

THE LENDER:

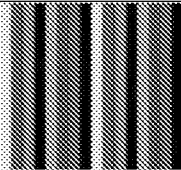

Susanne Carlson


By: 
 DocuSigned by:
 74A2374E2101437...
 Name: susanne carlson

[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

	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

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