

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cemayla, LLC		07/13/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as collateral agent		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	7012429	FOREVER & ALWAYS A PAIR	
Registration Number:	7012225	FR	
Registration Number:	7000461	ASTROLOGY	
Registration Number:	7006135	KARMA, NUMBER 8	
Registration Number:	7006136	WHOLENESS III	
Registration Number:	7006134	STRENGTH	
Registration Number:	7006133	LIVE PASSIONATELY	
Registration Number:	7006132	INITIALS NUMBERS F F R R 52 VII	
Registration Number:	7012086	INTERNAL COMPASS SELF REFLECTION NEWS NS	
Registration Number:	7000457	LOVE 7	
Registration Number:	7000458	PROTECTION	
Registration Number:	6342904	BOOKENDS	
Registration Number:	4933379	FOUNDRAE	
Serial Number:	97825247	STRONG HEARTS	
Serial Number:	97764130	MENAGERIE	
Serial Number:	97415060	FOUNDRAE	
Serial Number:	97282856	RESILIENCE	
Serial Number:	97282584	DREAM	

CH \$465.00 7012429

CORRESPONDENCE DATA**Fax Number:** 6179518736*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:** 6173417729**Email:** katarzyna.gaysunas@morganlewis.com**Correspondent Name:** Katarzyna Gaysunas**Address Line 1:** 1 Federal St**Address Line 2:** c/o Morgan, Lewis & Bockius LLP**Address Line 4:** Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	08/01/2023

Total Attachments: 13

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TRADEMARK**REEL: 008156 FRAME: 0819**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of July 13, 2023 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BANK OF AMERICA, N.A.**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following Collateral (collectively, the “**Intellectual Property Collateral**”):

(a) All United States copyrights, whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All agreements, licenses and covenants providing for the granting of any right in or to Copyrights or otherwise providing for a covenant not to sue (whether the applicable Grantor is licensee or licensor thereunder) regarding a Copyright, including, but not limited to, the exclusive licenses referred to in **Schedule 1** hereto (collectively, the “**Copyright Licenses**”).

(c) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom and

(vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(d) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 1** hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable Law, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different 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 of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.


Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

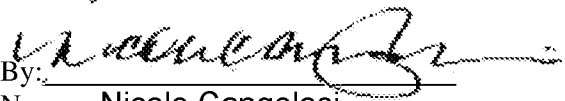
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CEMAYLA, LLC,
as a Grantor

By: 
Name: Lucas Evans
Title: Secretary

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 

Name: Nicole Cangelosi

Title: Senior Vice President

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1 Copyrights

<u>Loan Party</u>	<u>Copyright Number</u>	<u>Issue Date</u>	<u>Title</u>
Cemayla, LLC	VA0002163190	3/18/2019	CM1 Protection Petite Champleve Medallion
Cemayla, LLC	VA0002163186	3/18/2019	CM1 Resilience Petite Champleve Medallion
Cemayla, LLC	VA0002163192	3/18/2019	CM1 Course Correction Black Petite Champleve Medallion
Cemayla, LLC	VA0002163194	3/18/2019	CM1 Course Correction White Petite Champleve Medallion
Cemayla, LLC	VA0002161245	3/13/2019	CM2 Strength Baby Medallion
Cemayla, LLC	VA0002161297	3/13/2019	CM2 Protection Baby Medallion
Cemayla, LLC	VA0002161294	3/13/2019	CM2 Wholeness Baby Medallion
Cemayla, LLC	VA0002161240	3/13/2019	CM62 Passion Baby Medallion
Cemayla, LLC (d/b/a Foundrae)	VA0002311882	8/3/2022	CM2 Rose of the World Baby Medallion
Cemayla, LLC	VA0002161235	3/13/2019	CM2 Resilience Baby Medallion
Cemayla, LLC	VA0002154059	3/17/2019	CM3 Wholeness Medium Medallion
Cemayla, LLC	VA0002162905	3/17/2019	CM63 Mille Fleur Blossoms Medium Medallion
Cemayla, LLC	VA0002165834	3/16/2019	CM15 Star Strength Medium Champleve
Cemayla, LLC	VA0002164149	3/16/2019	CM15 Snake Wholeness Medium Champleve

<u>Loan Party</u>	<u>Copyright Number</u>	<u>Issue Date</u>	<u>Title</u>
Cemayla, LLC	VA0002162902	3/16/2019	CM15 Dark Blossom Thorn Resilience Medium Champeve
Cemayla, LLC	VA0002264057	8/26/2021	CM53 Mind Body Soul Large Medallion CM53 Mind Body Soul Specialty Large Medallion.
Cemayla, LLC	VA0002162006	3/15/2019	CM19 Wings Passion Large Wheel Champeve
Cemayla, LLC	VA0002162065	3/15/2019	CM4 Strength Large Medallion
Cemayla, LLC	VA0002162069	3/15/2019	CM4 Protection Large Medallion
Cemayla, LLC	VA0002162062	3/15/2019	CM4 Wholeness Large Medallion
Cemayla, LLC	VA0002162064	3/15/2019	CM64 Resilience Large Medallion
Cemayla, LLC	VA0002291013	1/25/2022	CM51 Plain Love Token CM51 Heart Love Token Medallion.
Cemayla, LLC	VA0002291012	1/25/2022	CM36 Radiating True Love Token with Love Knot
Cemayla, LLC d.b.a. Foundrae	VA0002305633	5/20/2022	CM155 Small Encrusted Butterfly Wings
Cemayla, LLC d.b.a. Foundrae	VA0002305471	5/20/2022	CM53 Reverie Specialty Medallion
Cemayla, LLC d.b.a. Foundrae	VA0002305603	5/20/2022	CM31 Pear Medallion
Cemayla, LLC d.b.a. Foundrae	VA0002305605	5/20/2022	CM83 Gold Pear Pendant
Cemayla, LLC d.b.a. Foundrae	VA0002305606	5/20/2022	CM83 Gold Pear with Pave Pear CM83 Pear with Pave Pear.
Cemayla, LLC d.b.a. Foundrae	VA0002319216	8/11/2022	Reverie Bottle Stopper Reverie Bottlestopper.
Cemayla, LLC d.b.a. Foundrae	VA0002322295	9/26/2022	Placecard Holders & Bookbox (Set 1) Placecard Holders and Bookbox.

<u>Loan Party</u>	<u>Copyright Number</u>	<u>Issue Date</u>	<u>Title</u>
Cemayla, LLC (d/b/a Foundrae)	VA0002332876	11/30/2022	Zodiac: Sagittarius Medallion. Sagittarius Medallion.
Cemayla, LLC (d/b/a Foundrae)	VA0002332874	11/30/2022	Zodiac: Scorpio Medallion. Scorpio Medallion.
Cemayla, LLC d/b/a Foundrae	VA0002332878	11/30/2022	Zodiac: Capricorn Medallion Capricorn Gold Medallion.
Cemayla, LLC d/b/a Foundrae	VA0002337287	1/9/2023	Beloved, With Wings We Fly Sealed Gemstone
Cemayla, LLC d/b/a Foundrae	VA0002337289	1/9/2023	Beloved, With Wings We Fly Specialty Medallion
Cemayla, LLC d/b/a Foundrae	VA0002337288	1/9/2023	Strength Baby Medallion
Cemayla, LLC d/b/a Foundrae	VA0002339650	2/2/2023	Astrological Aether Card.
Cemayla, LLC d/b/a Foundrae	VA0002339687	2/2/2023	Beloved, With Wings We Fly Card.
Cemayla, LLC	VA0002298171	1/21/2022	CE1 True Love Miniature Crest.
Cemayla, LLC	VA0002298173	1/21/2022	CM1 True Love Heart Petite Champleve Medallion.
Cemayla, LLC	VA0002298177	1/21/2022	CM3 Amate Medium Medallion.
Cemayla, LLC	VA0002290700	1/21/2022	CM53 Strength Large Specialty Medallion.
Cemayla, LLC	VA0002170371	3/25/2019	Course Correction Tenet Card Design.
Cemayla, LLC	TX0008739640	3/25/2019	Course Correction Tenet Card Text.
Cemayla, LLC	VA0002284994	3/25/2019	Dream Tenet Card Design.
Cemayla, LLC	TX0008739646	3/25/2019	Dream Tenet Card Text.

<u>Loan Party</u>	<u>Copyright Number</u>	<u>Issue Date</u>	<u>Title</u>
Cemayla, LLC dba Foundrae	VA0002258702	5/18/2021	Foundrae Deck-Element Stack.
Cemayla, LLC dba Foundrae	VA0002258698	5/18/2021	Foundrae Deck-Element Stack.
Cemayla, LLC dba Foundrae	VA0002258707	5/18/2021	Foundrae Deck-Element Stack.
Ceymala LLC dba Foundrae	TX0008977173	6/3/2021	Joy-Joy Tenet Card Text.
Cemayla, LLC	VA0002170367	3/25/2019	Karma Tenet Card Design.
Cemayla, LLC	TX0008739633	3/25/2019	Karma Tenet Card Text.
Cemayla, LLC dba Foundrae	VA0002339688	2/2/2023	Menagerie Card.
Cemayla, LLC	VA0002170365	3/25/2019	Passion Tenet Card Design.
Cemayla, LLC	TX0008739625	3/25/2019	Passion Tenet Card Text.
Cemayla, LLC dba Foundrae	VA0002325177	9/27/2022	Placecard Holders (Set 2) and Bookbox Packaging.
Cemayla, LLC	VA0002170373	3/25/2019	Protection Tenet Card Design.
Cemayla, LLC	TX0008739620	3/25/2019	Protection Tenet Card Text.
Cemayla, LLC	VA0002161915	3/14/2019	R1 Dream Champleve Cigar Band.
Cemayla, LLC	VA0002161830	3/14/2019	R1 Protection Champleve Cigar Band.
Cemayla, LLC	VA0002161912	3/14/2019	R1 Strength Champleve Cigar Band.
Cemayla, LLC	VA0002289232	1/24/2022	R1 Strength LT Cigar Band.
Cemayla, LLC	VA0002290350	1/21/2022	R1 True Love Cigar Band.
Cemayla, LLC	VA0002161920	3/14/2019	R1 Wholeness Champleve Cigar Band.
Cemayla, LLC	VA0002161227	3/13/2019	R31 Knuckle Duster Ring.
Cemayla, LLC	VA0002161233	3/13/2019	R32 Dream Classic Signet Ring.

<u>Loan Party</u>	<u>Copyright Number</u>	<u>Issue Date</u>	<u>Title</u>
Cemayla, LLC	VA0002161249	3/13/2019	R32 Passion Classic Signet Ring.
Cemayla, LLC	VA0002161287	3/13/2019	R32 Strength Classic Signet Ring.
Cemayla, LLC	VA0002161236	3/13/2019	R4 Protection Short Stack Signet Ring.
Cemayla, LLC	VA0002161282	3/13/2019	R4 Strength Lion Short Stack Signet Ring.
Cemayla, LLC	VA0002161228	3/13/2019	R4 Wholeness Short Stack Signet Ring.
Cemayla, LLC	VA0002162894	3/14/2019	R61 Resilience Champleve Cigar Band.
Ceymala LLC dba Foundrae	TX0008977175	6/3/2021	Resilience-Resilience Tenet Card Text.
Cemayla, LLC	VA0002170374	3/25/2019	Resilience Tenet Card Design.
Cemayla, LLC	TX0008739617	3/25/2019	Resilience Tenet Card Text.
Ceymala LLC dba Foundrae	TX0008977150	6/3/2021	Strength-Lion Tenet Card Text.
Cemayla, LLC	VA0002170376	3/25/2019	Strength Tenet Card Design.
Cemayla, LLC	TX0008739614	3/25/2019	Strength Tenet Card Text.
Ceymala LLC dba Foundrae	VA0002339661	2/2/2023	Strong Hearts Card.
Cemayla, LLC	VA0002170375	3/25/2019	True Love Tenet Card Design.
Cemayla, LLC	TX0008739601	3/25/2019	True Love Tenet Card Text.
Ceymala LLC dba Foundrae	TX0008977138	6/3/2021	Wholeness-Spero Tenet Card Text.
Cemayla, LLC	VA0002170353	3/25/2019	Wholeness Tenet Card Design.
Cemayla, LLC	TX0008739649	3/25/2019	Wholeness Tenet Card Text.
Cemayla, LLC d.b.a. Foundrae	VA0002343956	3/1/2023	Arrow Engravable Medallion
Cemayla, LLC d.b.a. Foundrae	VA0002343889	3/1/2023	Exuberant Strength Medallion

<u>Loan Party</u>	<u>Copyright Number</u>	<u>Issue Date</u>	<u>Title</u>
Cemayla, LLC d/b/a Foundrae	TX0009000819	5/18/2021	Balance Element Card Text
Cemayla, LLC d/b/a Foundrae	TX0009000813	5/18/2021	Element-Earth Element Card Text
Cemayla, LLC d/b/a Foundrae	TX0009000815	5/18/2021	Astrology-Aquarius Element Card Text
Cemayla, LLC d/b/a Foundrae	VAu001412030	10/7/2020	Resilience and 5 Other Unpublished Works
Cemayla, LLC d/b/a Foundrae	VAu001419866	2/16/2021	Resilience and 2 Other Unpublished Works

2 Patents

Issued Patents:

<u>Loan Party</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Title</u>
Cemayla, LLC	D983080	4/11/2023	Jewelry Link ("Strong Hearts Chain")


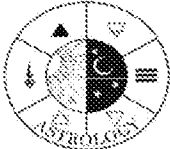
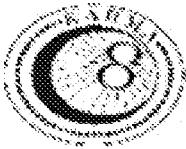


Patent Applications:


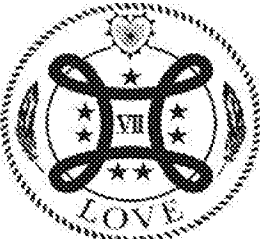
<u>Loan Party</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Title</u>
Cemayla, LLC	PCT/US2022/038646	7/28/2022	"JEWELRY LINK"

3 Trademarks

Issued Trademarks:

<u>Loan Party</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>	<u>Country of Registration</u>
Cemayla, LLC DBA FoundRae	7012429	3/28/2023	FOREVER & ALWAYS A PAIR	United States

<u>Loan Party</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>	<u>Country of Registration</u>
Cemayla, LLC DBA FoundRae	7012225	3/28/2023	 FR	United States
Cemayla, LLC DBA FoundRae	7000461	3/14/2023	ASTROLOGY 	United States
Cemayla, LLC DBA FoundRae	7006135	3/21/2023	KARMA 8 	United States
Cemayla, LLC DBA FoundRae	7006136	3/21/2023	WHOLENESS iii 	United States
Cemayla, LLC DBA FoundRae	7006134	3/21/2023	STRENGTH 	United States
Cemayla, LLC DBA FoundRae	7006133	3/21/2023	LIVE PASSIONATELY	United States

<u>Loan Party</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>	<u>Country of Registration</u>
				
Cemayla, LLC DBA FoundRae	7006132	3/21/2023	INITIALS NUMBERS fr 52 VII fr	United States
Cemayla, LLC DBA FoundRae	7012086	3/28/2023	INTERNAL COMPASS SELF REFLECTION NEWS	United States
Cemayla, LLC DBA FoundRae	7000457	3/14/2023	LOVE VII 	United States
Cemayla, LLC DBA FoundRae	7000458	3/14/2023	PROTECTION	United States
Cemayla, LLC	6342904	5/4/2021	BOOKENDS	United States
Cemayla, LLC	4933379	4/5/2016	FOUNDRAE	United States

Trademark Applications:

<u>Loan Party</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Trademark</u>
Cemayla, LLC	97825247 (USE)	3/6/2023	STRONG HEARTS

<u>Loan Party</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Trademark</u>
DBA FoundRae			
Cemayla, LLC DBA FoundRae	97764130 (USE)	1/23/2023	MENAGERIE
Cemayla, LLC DBA FoundRae	97415060 (USE)	5/17/2022	FOUNDRAE
Cemayla, LLC DBA FoundRae	97282856 (USE)	2/24/2022	RESILIENCE 
Cemayla, LLC DBA FoundRae	97282584 (USE)	2/24/2022	DREAM 

4 Exclusive Copyright Licenses

None.