

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM834643

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ONWARD BRANDS LLC		08/24/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MERCHANT FACTORS CORP.		
<b>Street Address:</b>	1441 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Corporation: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98094069	SYSTM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	6142803562		
<b>Email:</b>	ted.mulligan@wolterskluwer.com		
<b>Correspondent Name:</b>	Ted Mulligan		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Jennifer Owens		
<b>SIGNATURE:</b>	/jennifer owens/		
<b>DATE SIGNED:</b>	08/25/2023		
<b>Total Attachments: 6</b>			
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## **GRANT OF SECURITY INTEREST IN TRADEMARKS**

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of August 24, 2023, by ONWARD BRANDS LLC, a Delaware limited liability company (the “Grantor”), in favor of MERCHANT FACTORS CORP. (the “Factor”).

### **WITNESSETH:**

WHEREAS, reference is made to that certain Factoring Agreement, dated as of the date hereof (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Factoring Agreement”), by and between Grantor and Factor.

WHEREAS, Grantor is required to execute and deliver to the Factor this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Factoring Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Factoring Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** As security for the payment and performance in full of the Obligations, Grantor hereby grants to the Factor a continuing lien on and security interest in all of such Grantor’s right, title and interest in, to and under any trademarks constituting Collateral owned by Grantor, along with all goodwill associated therewith (collectively, the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising and wherever located, including all trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an “intent to use” application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. **FACTORING AGREEMENT.** The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Factor as security for the payment and performance in full of the Obligations, pursuant to the Factoring Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Factor with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Factoring Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with the Factoring Agreement, the provisions of the Factoring Agreement shall control.

4. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security

Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in the Factoring Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

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

**ONWARD BRANDS LLC**

DocuSigned by:  
By: Charles Tebele  
Name: Charles Tebele  
Title: Member

ACCEPTED AND ACKNOWLEDGED BY:

**MERCHANT FACTORS CORP.,**  
as Factor

By: \_\_\_\_\_  
Name: Adam Winters  
Title: President and CEO

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

**ONWARD BRANDS LLC**

By: \_\_\_\_\_  
Name: Charles Tebele  
Title: Member

ACCEPTED AND ACKNOWLEDGED BY:

**MERCHANT FACTORS CORP.,**  
as Factor

DocuSigned by:  
*Adam Winters*  
By: \_\_\_\_\_  
Name: Adam Winters  
Title: President and CEO

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b>Owner Name</b>	<b>Trademark</b>	<b>Serial Number</b>	<b>Filing Date</b>
Onward Brands LLC	SYSTEM	98094069	July 20, 2023