

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM838353

<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>
Mycoskie, LLC		09/08/2023	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	100 Federal Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6156122	END GUN VIOLENCE TOGETHER TOMS	
<b>Registration Number:</b>	6760787	STAND FOR TOMORROW	
<b>Registration Number:</b>	6623043		
<b>Registration Number:</b>	6816231	MALLOW	
<b>Registration Number:</b>	7007219	1/3 OF PROFITS FOR GRASSROOTS GOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6172485000		
<b>Email:</b>	tadmin@choate.com		
<b>Correspondent Name:</b>	Choate Hall & Stewart LLP		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2012947-0007		
<b>NAME OF SUBMITTER:</b>	Brian E. Reese		
<b>SIGNATURE:</b>	/Brian E. Reese/		
<b>DATE SIGNED:</b>	09/11/2023		

OP \$140.00 6156122

**Total Attachments: 5**

source=TOMS - Supplemental Trademark Security Agreement (September 2023) (Executed)#page1.tif

source=TOMS - Supplemental Trademark Security Agreement (September 2023) (Executed)#page2.tif

source=TOMS - Supplemental Trademark Security Agreement (September 2023) (Executed)#page3.tif

source=TOMS - Supplemental Trademark Security Agreement (September 2023) (Executed)#page4.tif

source=TOMS - Supplemental Trademark Security Agreement (September 2023) (Executed)#page5.tif

**SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this “Supplemental Trademark Security Agreement”) is entered into as of September 8, 2023, by and among MYCOSKIE, LLC, a California limited liability company (the “Grantor”), and BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Security Agreement (as defined below) (in such capacity, together with its successors and assigns, the “Collateral Agent”).

W I T N E S S E T H

WHEREAS, the Grantor is party to the Second Amended and Restated Pledge and Security Agreement, dated as of December 27, 2019 (as it may be from time to time amended, restated, amended and restated, modified or supplemented, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Supplemental Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of the Grantor:

- (a) Trademarks of the Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), 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 Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the indefeasible payment in full in cash of the Secured Obligations (other than any contingent or inchoate obligations not then due and payable),

the termination of the Aggregate Commitments and termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Supplemental Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic means of an executed counterpart of a signature page to this Supplemental Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Supplemental Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Supplemental Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of December 27, 2019 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"). In the event of any conflict among the terms of the Intercreditor Agreement and the terms of this Supplemental Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 7. Governing Law. This Supplemental Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 8. Concerning the Collateral Agent. Bank of America, N.A. is entering into this Supplemental Trademark Security Agreement solely in its capacity as Collateral Agent. The rights, privileges and immunities of the Collateral Agent set forth in the Credit Agreement and the Security Agreement shall be incorporated into this Supplemental Trademark Security Agreement as though fully set forth herein.

*[Signature Pages Follow]*

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

**MYCOSKIE, LLC**

By: 

Name: Magnus Wedhammar

Title: Chief Executive Officer

Accepted and Agreed:

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

By: 

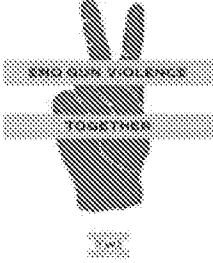

Name: Nicholas J. Balta

Title: Vice President

SCHEDULE I  
to  
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

**UNITED STATES TRADEMARKS:**

Mycoskie, LLC		11/30/2018 88/212,427	Sept 20, 2020 6156122
Mycoskie, LLC	Stand for Tomorrow	05/02/19 88/412,779	June 14, 2022 6760787
Mycoskie, LLC		09/20/2019 88/624,724	January 18, 2022 6623043
Mycoskie, LLC	MALLOW	03/02/2021 90555569	August 9, 2022 6816231
Mycoskie, LLC	1/3 OF PROFITS FOR GRASSROOTS GOOD	04/29/2021 90681306	March 21, 2023 7007219