

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fathead LLC		09/27/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Evolution Capital Investments LLC		
Street Address:	10250 Constellation Blvd., Ste. 100		
Internal Address:	c/o Evolution Capital Management LLC		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	88068946	GUILD & GRACE	
Serial Number:	87544193	FATHEAD FACES	
Serial Number:	87423066	F	
Serial Number:	86105269	REAL. BIG. FATHEAD FATHEAD.COM	
Serial Number:	86162304	FATHEAD PLATINUM TRADEABLES	
Serial Number:	86006117	STAND OUT	
Serial Number:	86767018	FATHEAD PRO	
Serial Number:	86609573	FATHEAD PRO	
Serial Number:	86493133	FATHEAD CLASSIC	
Serial Number:	85754875	FATHEAD	
Serial Number:	85903246	FATHEAD TEAMMATE	
Serial Number:	78548313	REAL. BIG.	
Serial Number:	78546058	FATHEAD	
Serial Number:	77360326	FATHEAD TRADEABLES	
Serial Number:	77027240	877-FATHEAD	
Serial Number:	77060125	F	
CORRESPONDENCE DATA			

CH \$415.00 88068946

Fax Number:

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: 4159848700**Email:** mpalmer@omm.com**Correspondent Name:** Madeleine Palmer / Brian Covotta**Address Line 1:** Two Embarcadero Center, 28th Floor**Address Line 4:** San Francisco, CALIFORNIA 94111**ATTORNEY DOCKET NUMBER:** 252830-0006**NAME OF SUBMITTER:** Madeleine Palmer**SIGNATURE:** /Madeleine Palmer/**DATE SIGNED:** 10/02/2023**Total Attachments: 4**

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GRANT OF TRADEMARK SECURITY INTEREST

September 27, 2023

This GRANT OF TRADEMARK SECURITY INTEREST, dated as of September 27, 2023, is entered into by and between Fathead LLC, a Delaware limited liability company (the “**Grantor**”), and Evolution Capital Investments LLC (the “**Collateral Agent**”).

WHEREAS, the Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the terms of that certain Guarantee, Security and Collateral Agent Agreement, dated as of September 27, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the Collateral Agent and the other parties thereto, the Grantor created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Collateral Agent pursuant to the Security Agreement, the Grantor hereby grants to the Collateral Agent a security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of the Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of

Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

FATHEAD LLC

DocuSigned by:

Chris Hetherington

By: _____
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Name: Chris Hetherington

Title: CEO

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Mark	Country	Registration/ Application Number	Registration/ Application Date
GUILD & GRACE	United States	88068946	August 20, 2019
FATHEAD FACES	United States	87544193	July 10, 2018
F	United States	87423066	May 29, 2018
REAL. BIG. FATHEAD FATHEAD.COM	United States	86105269	May 13, 2014
FATHEAD PLATINUM TRADEABLE	United States	86162304	January 13, 2015
STAND OUT	United States	86006117	November 12, 2013
FATHEAD PRO	United States	86767018	March 28, 2017
FATHEAD PRO	United States	86609573	March 28, 2017
FATHEAD CLASSIC	United States	86493133	March 21, 2017
FATHEAD	United States	85754875	September 3, 2013
FATHEAD TEAMMATE	United States	85903246	December 3, 2013
REAL. BIG.	United States	78548313	September 26, 2006
FATHEAD	United States	78546058	March 28, 2006
FATHEAD TRADEABLES	United States	77360326	August 18, 2009
GUILD & GRACE	United States	77027240	November 20, 2007
F	United States	77060125	October 30, 2007