

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THESKIMM, INC.		10/02/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	6882839	9 TO 5ISH	
Registration Number:	6881473	SKIMM SUPPLIED	
Registration Number:	6767956	SKIMM YOUR LIFE	
Registration Number:	6522289	SKIMMU	
Registration Number:	6494185	SKIMM'MONEY	
Registration Number:	6487367	SKIMM'WELL	
Registration Number:	6487186	SKIMM'PICKS	
Registration Number:	6487185	SKIMM'LIFE	
Registration Number:	6007135	DAILY SKIMM	
Registration Number:	5905147	SKIMM THIS	
Registration Number:	5570386	SKIMM MONEY	
Registration Number:	5496175	GET OFF THE COUCH	
Registration Number:	5500586	SKIMM'BASSADORS	
Registration Number:	5496178	SKIMM'D WITH...	
Registration Number:	5496177	SIP 'N SKIMM	
Registration Number:	5364072	SKIMM STUDIES	
Registration Number:	5201042	THESKIMM	
Registration Number:	5332572	THESKIMM	
Registration Number:	4320652	THESKIMM	

OP \$565.00 6882839

Property Type	Number	Word Mark
Serial Number:	98044469	THE SKM REPORT
Serial Number:	98038881	SKM LAB
Serial Number:	97505510	SKIMMBA

CORRESPONDENCE DATA

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: 6506483802
Email: PATTY@PATTYCHENG.COM
Correspondent Name: PATTY CHENG
Address Line 1: 2625 MIDDLEFIELD RD., #215
Address Line 4: PALO ALTO, CALIFORNIA 94306

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	10/10/2023

Total Attachments: 5
source=theSkimm, Inc - IP Security Agreement 2023.10.02#page1.tif
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source=theSkimm, Inc - IP Security Agreement 2023.10.02#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 2, 2023 by and between THESKIMM, INC., a Delaware corporation (“**Grantor**”) and AVIDBANK, a California corporation (“**Bank**”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is executed and delivered by e-mail delivery of a “.pdf” format data file or electronic signature complying with the U.S. federal ESIGN Act of 2000, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” or electronic signature page were an original hereof, with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

50 West 23rd Street, #5B
New York, NY 10010
Attn: _____

THESKIMM, INC.

By: DocuSigned by: Sylvia Chan
Print Name: sylvia chan
Title: CFO

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Diana Mattson

AVIDBANK

By: DocuSigned by: Mark Cameron
Print Name: Mark Cameron
Title: EVP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

Title	Application Number / Patent Number	Application Date / Issue Date
GENERATING ENHANCED CONTENT	15/441,543	Feb. 24, 2017

EXHIBIT C**Trademarks**Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
THE SKM REPORT	98044469		June 15, 2023
SKM LAB	98038881		June 12, 2023
SKIMMBA	97505510		July 15, 2022
9 TO 5ISH	90762391	6882839	October 25, 2022
SKIMM SUPPLIED	90886621	6881473	October 18, 2022
SKIMM YOUR LIFE	90886641	6767956	June 21, 2022
SKIMM STUDIOS	90372173		*
SKIMM'U	90287045		*
SKIMM U	90287034		*
SKIMMU	90287018	6522289	October 12, 2021
TEAL MEMB'RSHIP	88900940		*
SKIMM'R	88900936		*
SKIMMBA	88113614		*
SKIMMWORLD	88900932		*
SKIMM'MONEY	88796324	6494185	September 21, 2021
SKIMM'WELL	88900922	6487367	September 1, 2020
SKIMM'PICKS	88796350	6487186	September 14, 2021
SKIMM'LIFE	88796330	6487185	September 14, 2021
DAILY SKIMM	88578136	6007135	March 10, 2020
SKIMM THIS	88258028	5905147	November 5, 2019
SKIMM AHEAD	87010556	5036678	*
SKIMM STUDIOS	87450121		*
NO EXCUSES	87450522		*
SKIMM MONEY	87805372	5570386	September 25, 2018
GET OFF THE COUCH	87634917	5496175	June 19, 2018
SKIMM'BASSADORS	87450524	5500586	June 26, 2018
SKIMM'D WITH...	87634932	5496178	June 19, 2018
SIP 'N SKIMM	87634927	5496177	June 19, 2018
SKIMM STUDIES	87450516	5364072	December 26, 2017
THESKIMM	86893150	5201042	May 9, 2017
THESKIMM	86982747	5332572	November 14, 2017
THESKIMM	86947307		*
THESKIMM	85703284	4320652	April 16, 2013
THE SKIMM	85841856	4439003	*
THE SKIMM	85875865		*
THESKIMM	85875851		*

* — indicates dead, abandoned or cancelled trademark