

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outdoor Voices Inc.		10/24/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TriplePoint Venture Growth BDC Corp.		
Street Address:	2755 Sand Hill Road, Suite 150		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	7042167	BREAKLITE	
Serial Number:	97389351	FUZZY VOICES	
Serial Number:	97389354	TINY VOICES	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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>			
Phone:	312-372-2000		
Email:	tdamario@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Thomas M. DaMario		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	444 West Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	082853-0218		
NAME OF SUBMITTER:	Thomas DaMario		
SIGNATURE:	/Thomas DaMario/		
DATE SIGNED:	11/07/2023		
Total Attachments: 4			
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SECOND AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Second Amendment to Plain English Intellectual Property Security Agreement dated October 24, 2023 by Outdoor Voices Inc., a Delaware corporation, in favor of TriplePoint Venture Growth BDC Corp., a Maryland corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Venture Growth BDC Corp. The words "You" or "Your" refers to the Grantor, which is Outdoor Voices Inc. and not any individual. The words "the Parties" refers to both TriplePoint Venture Growth BDC Corp. and Outdoor Voices Inc.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated February 15, 2019 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of February 15, 2019 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral (subject to Permitted Liens that are specifically permitted to be senior in priority hereunder).

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Electronic Images, Electronic Signatures, and Counterparts. Notwithstanding any other provision of this Amendment or any Loan Document, including without limitation a provision requiring a "writing" or "written instrument," this Amendment and any amendment or modification hereto may in the sole and absolute discretion of Lender be presented, delivered and/or executed in as many counterparts as necessary or convenient, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, and each executed counterpart shall be deemed an original for all purposes. All such counterparts shall constitute one and the same document. For the avoidance of doubt: (a) the authorization under this paragraph may include, without limitation, a manually signed paper document which has been converted into electronic form (such as scanned into PDF format or transmitted via facsimile), or an electronically signed document converted into another format, for transmission, delivery and/or retention; and (b) the exchange of email discussing or negotiating the terms of an amendment or modification, even if such email is signed, does not in and of itself constitute a signed electronic record agreeing to such an amendment or its terms.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

“You”

OUTDOOR VOICES INC.

By: 
Name: Gabrielle Conforti
Title: Chief Executive Officer

[SIGNATURE PAGE TO SECOND AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Second Amendment to IP Security Agreement

TRADEMARK
REEL: 008251 FRAME: 0775

SUPPLEMENT TO SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between OUTDOOR VOICES INC., as You (Grantor)
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Registrant
BREAKLITE	97331590	March 25, 2022	7042167	May 2, 2023	Outdoor Voices Inc.
FUZZY VOICES	97389351	April 29, 2022	N/A	N/A	Outdoor Voices Inc.
TINY VOICES	97389354	April 29, 2022	N/A	N/A	Outdoor Voices Inc.