

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOHAPPY LABS, LLC		11/09/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	595 BAY STREET		
Internal Address:	SUITE 500		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	97660823	GOHAPPY HUB	
Serial Number:	97660813	GO	
Serial Number:	97660802	GOHAPPY	
Serial Number:	97660815	GOHAPPY	
Serial Number:	97660809	GOHAPPY HUB	
Registration Number:	5695594	GOHAPPY	
Registration Number:	5886441	GO	
Registration Number:	5382471	GO	
Registration Number:	5286369	GO	
Registration Number:	5454649	GOHAPPY	
Registration Number:	5285117	GOHAPPY	
Registration Number:	5381126	SKIHAPPY	
Registration Number:	5182527	DIEHAPPY	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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>			

CH \$340.00 97660823

Phone: 4048853868
Email: rusty.close@troutman.com
Correspondent Name: CHRISTOPHER CLOSE
Address Line 1: TROUTMAN PEPPER LLP
Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER: 249023.000058

NAME OF SUBMITTER: Christopher C Close, Jr.

SIGNATURE: /Christopher C. Close Jr./

DATE SIGNED: 11/10/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of November 9, 2023, by and between CANADIAN IMPERIAL BANK OF COMMERCE (“Lender”) and GOHAPPY LABS, LLC, a Delaware limited liability company, as grantor (“Grantor”).

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement), by and among Grantor, the other borrowers from time to time party thereto, the guarantor party thereto, the other guarantors from time to time party thereto, and Lender.

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (the “Intellectual Property Collateral”) (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Lender.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan 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 Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

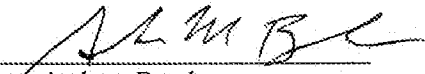
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantor:

GoHappy Labs, LLC
4820 Lake Brook Drive, Suite 140
Glen Allen, VA 23060
Attn: Andrew Bonds
email: abonds@gohappyhub.com

GRANTOR:

GOHAPPY LABS, LLC

By: 
Name: Andrew Bonds
Title: Chief Financial Officer

By: 
Name: Shawn Boyer
Title: Chief Executive Officer

Address of Lender:

Canadian Imperial Bank of Commerce
595 Bay Street, Suite 500
Toronto, Ontario M5G 2C2
Canada
Attn: Dara Keatts
email: dara.keatts@cibc.com

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Dara Keatts
Title: Assistant General Manager

By: _____
Name: Kurt Nichols
Title: Assistant General Manager

GOHAPPY LABS, LLC
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

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GoHappy Labs, LLC
4820 Lake Brook Drive, Suite 140
Glen Allen, VA 23060
Attn: Andrew Bonds
email: abonds@gohappyhub.com

GRANTOR:

GOHAPPY LABS, LLC

By: _____
Name: Andrew Bonds
Title: Chief Financial Officer

By: _____
Name: Shawn Boyer
Title: Chief Executive Officer

Address of Lender:

Canadian Imperial Bank of Commerce
595 Bay Street, Suite 500
Toronto, Ontario M5G 2C2
Canada
Attn: Dara Keatts
email: dara.keatts@cibc.com

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: 
Name: Dara Keatts
Title: Assistant General Manager

By: _____
Name: Kurt Nichols
Title: Assistant General Manager

GOHAPPY LABS, LLC
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
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4820 Lake Brook Drive, Suite 140
Glen Allen, VA 23060
Attn: Andrew Bonds
email: abonds@gohappyhub.com

GRANTOR:

GOHAPPY LABS, LLC

By: _____
Name: Andrew Bonds
Title: Chief Financial Officer

By: _____
Name: Shawn Boyer
Title: Chief Executive Officer


Address of Lender:

Canadian Imperial Bank of Commerce
595 Bay Street, Suite 500
Toronto, Ontario M5G 2C2
Canada
Attn: Dara Keatts
email: dara.keatts@cibc.com

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Dara Keatts
Title: Assistant General Manager

By: 
Name: Kurt Nichols
Title: Assistant General Manager

GOHAPPY LABS, LLC
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
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EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Entity	Description	Serial Number (Filing Date)	Registration Number (Registration Date)
GoHappy Labs, LLC	GOHAPPY HUB (& design)	97/660,823 (11/03/2022)	
GoHappy Labs, LLC	GO (& design)	97/660,813 (11/03/2022)	
GoHappy Labs, LLC	GOHAPPY	97/660,802 (11/03/2022)	
GoHappy Labs, LLC	GOHAPPY (& designs)	97/660,815 (11/03/2022)	
GoHappy Labs, LLC	GOHAPPY HUB	97/660,809 (11/03/2022)	
GoHappy Labs, LLC	GOHAPPY (& design)		5,695,594 (03/12/2019)
GoHappy Labs, LLC	GO (& design)		5,886,441 (10/15/2019)
GoHappy Labs, LLC	GO (& design)		5,382,471 (01/16/2018)
GoHappy Labs, LLC	GO (& design)		5,286,369 (09/12/2017)
GoHappy Labs, LLC	GOHAPPY		5,454,649 (04/24/2018)
GoHappy Labs, LLC	GOHAPPY		5,285,117 (09/12/2017)
GoHappy Labs, LLC	SKIHAPPY		5,381,126 (01/16/2018)
GoHappy Labs, LLC	DIEHAPPY (& design)		5,182,527 (04/11/2017)