

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thinx Inc.		11/22/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kimberly-Clark Corporation		
Street Address:	351 Phelps Dr.		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038-6507		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	98133357	THINX FOR ALL LEAKS	
Registration Number:	7116078	THINX TEENS	
Registration Number:	6950550	THINX FOR ALL	
Registration Number:	6907636	KNOW YOUR FLOW	
Registration Number:	5934298	THINX (BTWN)	
Registration Number:	5891429	THINX (BTWN)	
Registration Number:	6196188	THINX (BTWN)	
Registration Number:	6054881	THINX	
Registration Number:	6054882	SPEAX BY THINX	
Registration Number:	6054883	SPEAX	
Registration Number:	5928927	THINX	
Registration Number:	6103803	GIVERISE!	
Registration Number:	5870051	SPEAX BY THINX	
Registration Number:	5869961	SPEAX BY THINX	
Registration Number:	6732100	THINX AIR	
Registration Number:	5866202	THINX	
Registration Number:	5909810	THINX	
Registration Number:	6109464	GIVERISE	
Registration Number:	5830397	SPEAX	

CH \$665.00 98133357

Property Type	Number	Word Mark
Registration Number:	6142421	SPEAX
Registration Number:	5801954	THINX BTWN
Registration Number:	5904206	THINX BTWN
Registration Number:	5144899	THINX
Registration Number:	5099075	THINX
Registration Number:	5929596	ICON
Registration Number:	4946535	THINX

CORRESPONDENCE DATA

Fax Number: 4154391500

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.

Email: maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: Kirkland & Ellis, LLP

Address Line 2: 555 California Street, Suite 2700

Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER:	45505-10
NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	/Maria Banda/
DATE SIGNED:	11/22/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 22, 2023, is made by Thinx Inc. (“Grantor”) in favor of Kimberly-Clark Corporation (the “Secured Party”), and together with each other secured party that becomes a party from time to time to the Note, as defined in the Security Agreement, the “Secured Parties”), as the collateral agent for the benefit of the Secured Parties (the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor and the Secured Parties have entered into the Note;

WHEREAS, Grantor has agreed to secure its obligations under the Note, pursuant to a Security Agreement dated as of the date herewith (the “Security Agreement”), by granting to the Secured Parties a security interest in all of the Trademark Collateral (defined below); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement for purposes of recording such security interest with the United States Patent and Trademark Office.

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of Grantor, hereby grants to the Secured Parties, a continuing first-priority (subject only to Permitted Liens) security interest in the following Collateral of Grantor, whether now owned or existing or hereafter acquired or arising and regardless of where located (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those listed on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Parties pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Termination. This Trademark Security Agreement shall terminate and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Trademark Security Agreement, the Secured Parties shall, with the consent of the Required Payees (as defined in the Note) and at Grantor's cost and expense, execute all documents, make all filings, take all other actions reasonably requested by Grantor to evidence and record the release of the security interest in the Trademark Collateral granted herein.

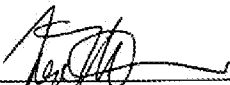
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

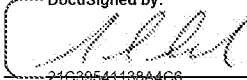
THINX INC., as a Grantor

By: 
Name: Meghan Davis
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

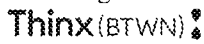


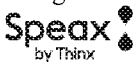


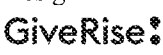
TRADEMARK
REEL: 008267 FRAME: 0091

KIMBERLY-CLARK CORPORATION, as
Collateral Agent

By:  DocuSigned by:
21639541138A4C8...
Name: Flavio Costa
Title: Vice President and Treasurer

SCHEDULE I

United States Trademark Registrations and Applications

Owner of Record	Mark	Application No.	Application Date	Registration No.	Registration Date	Status
Thinx, Inc.	THINX FOR ALL LEAKS	98133357	8/15/2023	--	--	Pending
Thinx, Inc.	THINX TEENS	90738805	5/27/2021	7116078	7/18/2023	Registered
Thinx, Inc.	THINX FOR ALL	90124253	8/19/2020	6950550	1/10/2023	Registered
Thinx, Inc.	KNOW YOUR FLOW	90033269	7/2/2020	6907636	11/22/2022	Registered
Thinx Inc.	THINX (BTWN) and Design 	88976164	6/6/2019	5934298	12/10/2019	Registered
Thinx, Inc.	THINX (BTWN)	88463107	6/6/2019	5891429	10/22/2019	Registered
Thinx Inc.	THINX (BTWN) and Design 	88463117	6/6/2019	6196188	11/10/2020	Registered
Thinx Inc.	THINX and Design 	88451407	5/29/2019	6054881	5/12/2020	Registered
Thinx Inc.	SPEAX BY THINX and Design 	88451408	5/29/2019	6054882	5/12/2020	Registered
Thinx Inc.	SPEAX and Design 	88451411	5/29/2019	6054883	5/12/2020	Registered
Thinx Inc.	THINX and Design 	88976077	5/29/2019	5928927	12/3/2019	Registered
Thinx Inc.	GIVERISE! and Design 	88977864	4/11/2019	6103803	7/14/2020	Registered

Owner of Record	Mark	Application No.	Application Date	Registration No.	Registration Date	Status
Thinx Inc.	SPEAX BY THINX	88975630	1/9/2019	5870051	9/24/2019	Registered
Thinx Inc.	SPEAX BY THINX	88255049	1/9/2019	5869961	9/24/2019	Registered
Thinx Inc.	THINX AIR	88238751	12/21/2018	6732100	5/24/2022	Registered
Thinx Inc.	THINX	88220780	12/7/2018	5866202	9/24/2019	Registered
Thinx Inc.	THINX	88111831	9/11/2018	5909810	11/12/2019	Registered
Thinx Inc.	GIVERISE	88977741	8/14/2018	6109464	7/21/2020	Registered
Thinx Inc.	SPEAX	88975488	6/21/2018	5830397	8/6/2019	Registered
Thinx Inc.	SPEAX	88009883	6/21/2018	6142421	9/1/2020	Registered
Thinx Inc.	THINX BTWN	87980775	5/16/2018	5801954	7/9/2019	Registered
Thinx Inc.	THINX BTWN	87924583	5/16/2018	5904206	11/5/2019	Registered
Thinx Inc.	THINX	86962399	4/3/2016	5144899	2/21/2017	Registered
Thinx Inc.	THINX	86928433	3/3/2016	5099075	12/13/2016	Registered
Thinx Inc.	ICON	86887637	1/27/2016	5929596	12/10/2019	Registered
Thinx Inc.	THINX	85876740	3/14/2013	4946535	4/26/2016	Registered