

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858162

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900816977

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
11 Thrasio Eleven, Inc.		11/27/2023	Corporation: DELAWARE
17 Thrasio Seventeen, Inc.		11/27/2023	Corporation: DELAWARE
18 Thrasio Eighteen, Inc.		11/27/2023	Corporation: DELAWARE
19 Thrasio Nineteen, Inc.		11/27/2023	Corporation: DELAWARE
2 B Bountiful, Inc.		11/27/2023	Corporation: DELAWARE
25 Thrasio Twenty Five, Inc.		11/27/2023	Corporation: DELAWARE
Angor-Pet Thrasio Two, Inc.		11/27/2023	Corporation: DELAWARE
Autumn Ideas, Inc.		11/27/2023	Corporation: DELAWARE
Cafe Casa, Inc.		11/27/2023	Corporation: DELAWARE
Cayenne Solutions, Inc.		11/27/2023	Corporation: DELAWARE
Cheddar Creations, Inc.		11/27/2023	Corporation: DELAWARE
Chrysanthemum Creations, Inc.		11/27/2023	Corporation: DELAWARE
Classy Mango, Inc.		11/27/2023	Corporation: DELAWARE
Crawfish Creations, Inc.		11/27/2023	Corporation: DELAWARE
Dark Orange Design, Inc.		11/27/2023	Corporation: DELAWARE
Daylily Dreams, Inc.		11/27/2023	Corporation: DELAWARE
Faint Orange Horizon, Inc.		11/27/2023	Corporation: DELAWARE
Frosty Dream, Inc.		11/27/2023	Corporation: DELAWARE
Fyer Tropics, Inc.		11/27/2023	Corporation: DELAWARE
Honey Sunset, Inc.		11/27/2023	Corporation: DELAWARE
Khaki Trips, Inc.		11/27/2023	Corporation: DELAWARE
Lace Decisions, Inc.		11/27/2023	Corporation: DELAWARE
Latte Logistics, Inc.		11/27/2023	Corporation: DELAWARE
Mahogany Movements, Inc.		11/27/2023	Corporation: DELAWARE
Malt Decisions, Inc.		11/27/2023	Corporation:
Mango Wonder, Inc.		11/27/2023	Corporation: DELAWARE
Melon Movements, Inc.		11/27/2023	Corporation: DELAWARE
Old Rust Organization, Inc.		11/27/2023	Corporation: DELAWARE
Orange Crush Organization, Inc.		11/27/2023	Corporation: DELAWARE

TRADEMARK

Name	Formerly	Execution Date	Entity Type
Oyster Oasis, Inc.		11/27/2023	Corporation: DELAWARE
Pantone Projects, Inc.		11/27/2023	Corporation: DELAWARE
Papaya Projects, Inc.		11/27/2023	Corporation: DELAWARE
Penny Rose Solutions, Inc.		11/27/2023	Corporation: DELAWARE
Penthe Company		11/27/2023	Corporation: DELAWARE
Pizza Project, LLC		11/27/2023	Limited Liability Company: DELAWARE
Primrose Projects, Inc.		11/27/2023	Corporation: DELAWARE
Tawny Tasks, Inc.		11/27/2023	Corporation: DELAWARE
Teal Monkey, Inc.		11/27/2023	Corporation: DELAWARE
Levita Holdings, LLC		11/27/2023	Corporation: MASSACHUSETTS
ECOM Heights LLC		11/27/2023	Limited Liability Company: DELAWARE
Ideastream Consumer Products, LLC		11/27/2023	Limited Liability Company: DELAWARE
Thrasio, LLC		11/27/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	Agency Services, 20 King Street West
Internal Address:	4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	6609552	WILLOW & EVERETT
Registration Number:	6647612	HERITAGE PRODUCTS
Registration Number:	7190274	SKYMAT
Registration Number:	6873807	KATCHY
Registration Number:	7019413	ELDERBERRY HILL ORGANICS
Registration Number:	6655029	VISIOCREST
Registration Number:	6983934	A AWESOME
Serial Number:	97215378	NUTRI-LOCK
Registration Number:	5689462	ACTIVE PETS
Registration Number:	6472174	ACTIVE PETS

Property Type	Number	Word Mark
Serial Number:	98129488	CHOMCHOM
Registration Number:	6987361	ELITE SPORTZ GAMES
Registration Number:	4988547	GENTEELE
Registration Number:	6748776	AMZPETS
Registration Number:	7027136	HOME ACRE DESIGNS
Registration Number:	5922621	DERMORA
Registration Number:	5815496	THE CALIFORNIA BEACH CO
Registration Number:	4817798	CHATEAU SPILL
Registration Number:	4831032	EMERGENCY STAIN RESCUE
Registration Number:	5077903	ESR
Registration Number:	5203016	MISS MOUTH'S
Registration Number:	6003867	THE HATE STAINS CO.
Registration Number:	5077906	THE ONE BOTTLE NO WINE LOVER SHOULD BE W
Registration Number:	6703639	ROAM
Registration Number:	4275288	GLOWCITY
Registration Number:	7066058	MAGIC TAP
Registration Number:	4332272	FIND IT
Registration Number:	4271213	THE MAGICTAP
Registration Number:	5561141	VELETTE
Registration Number:	5559940	VELETTE
Registration Number:	5866647	BABY NEST DESIGNS
Registration Number:	6152144	SKL PRODUCTS
Registration Number:	4841482	ARMATO
Registration Number:	4596368	BEDBUG SUPPLY .COM
Registration Number:	4836402	LUNA
Registration Number:	5851282	LUNA
Registration Number:	3711716	LUNA MATTRESS PROTECTORS
Registration Number:	7108628	E TRONIC EDGE
Registration Number:	5842942	MAGICAL FLAMES
Registration Number:	4251393	AUTOMATIC MAGIC
Registration Number:	3897618	BETTER LIFE
Registration Number:	6463946	BETTER LIFE
Registration Number:	4251394	DISH IT OUT I CAN TAKE IT
Registration Number:	4381984	EVEN THE KITCHEN SINK
Registration Number:	4178812	TAKE IT FOR GRANITE
Registration Number:	7151610	ECO-BABY
Registration Number:	6885852	SNUGGLEPEDIC
Serial Number:	98260525	BEARD BIB

Property Type	Number	Word Mark
Registration Number:	4904333	WATERMELON BALL
Registration Number:	5000434	WATERMELON BALL
Registration Number:	6791705	ENERPLEX
Registration Number:	6569521	UFLEX ATHLETICS
Registration Number:	5956178	FLOUR + OAK
Registration Number:	6105834	BIG BISON BLOCKS
Registration Number:	6625886	NEON NIGHTS

CORRESPONDENCE DATA

Fax Number: 3128622200
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: 3128622272
Email: carrie.rosenberg@kirkland.com
Correspondent Name: Carrie Rosenberg
Address Line 1: 300 N LaSalle
Address Line 2: Kirkland and Ellis
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	55160-1
NAME OF SUBMITTER:	Carrie Rosenberg
SIGNATURE:	/Carrie Rosenberg/
DATE SIGNED:	12/04/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 27, 2023, (this "Agreement"), by 11 Thrasio Eleven, Inc., 17 Thrasio Seventeen, Inc., 18 Thrasio Eighteen, Inc., 19 Thrasio Nineteen, Inc., 2 B Bountiful, Inc., 25 Thrasio Twenty Five, Inc., Angor-Pet Thrasio Two, Inc., Autumn Ideas, Inc., Cafe Casa, Inc., Cayenne Solutions, Inc., Cheddar Creations, Inc., Chrysanthemum Creations, Inc., Classy Mango, Inc., Crawfish Creations, Inc., Dark Orange Design, Inc., Daylily Dreams, Inc., Faint Orange Horizon, Inc., Frosty Dream, Inc., Fyer Tropics, Inc., Honey Sunset, Inc., Khaki Trips, Inc., Lace Decisions, Inc., Latte Logistics, Inc., Mahogany Movements, Inc., Malt Decisions, Inc., Mango Wonder, Inc., Melon Movements, Inc., Old Rust Organization, Inc., Orange Crush Organization, Inc., Oyster Oasis, Inc., Pantone Projects, Inc., Papaya Projects, Inc., Penny Rose Solutions, Inc., Penthe Company, Pizza Project, LLC, Primrose Projects, Inc., Tawny Tasks, Inc., and Teal Monkey, Inc., each a Delaware corporation, Levita Holdings, LLC, a Massachusetts limited liability company, and ECOM Heights LLC, Ideastream Consumer Products, LLC, and Thrasio, LLC, each a Delaware limited liability company (each, a "Grantor" and, collectively, the "Grantors"), in favor of Royal Bank of Canada ("RBC"), as administrative agent and collateral agent (in such capacities and together with its successors and assigns, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties (as defined in the Credit Agreement referred to below) party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement referred to below) and Issuing Banks (as defined in the Credit Agreement referred to below) have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Thrasio Intermediate Sub, LLC, a Delaware limited liability company ("Holdings"), Thrasio, LLC, a Delaware limited liability company (the "Borrower"), the Lenders and Issuing Banks from time to time party thereto and the Administrative Agent.

Consistent with the requirements set forth in Sections 4.01 and/or 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement but not defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing,

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

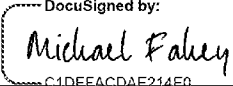
SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

11 Thrasio Eleven, Inc.
17 Thrasio Seventeen, Inc.
18 Thrasio Eighteen, Inc.
19 Thrasio Nineteen, Inc.
2 B Bountiful, Inc.
25 Thrasio Twenty Five, Inc.
Angor-Pet Thrasio Two, Inc.
Autumn Ideas, Inc.
Cafe Casa, Inc.
Cayenne Solutions, Inc.
Cheddar Creations, Inc.
Chrysanthemum Creations, Inc.
Classy Mango, Inc.
Crawfish Creations, Inc.
Dark Orange Design, Inc.
Daylily Dreams, Inc.
ECOM Heights LLC [DE LLC]
Faint Orange Horizon, Inc.
Frosty Dream, Inc.
Fyer Tropics, Inc.
Honey Sunset, Inc.
Ideastream Consumer Products, LLC [DE LLC]
Khaki Trips, Inc.
Lace Decisions, Inc.
Latte Logistics, Inc.
Levita Holdings, LLC [MASS LLC]
Mahogany Movements, Inc.
Malt Decisions, Inc.
Mango Wonder, Inc.
Melon Movements, Inc.
Old Rust Organization, Inc.
Orange Crush Organization, Inc.
Oyster Oasis, Inc.
Pantone Projects, Inc.
Papaya Projects, Inc.
Penny Rose Solutions, Inc.
Penthe Company
Pizza Project, LLC
Primrose Projects, Inc.
Tawny Tasks, Inc.
Teal Monkey, Inc.
Thrasio, LLC [DE LLC]

DocuSigned by:

By: _____
Name: Michael Fahey
Title: Secretary

SCHEDULE I

Registered Trademarks and Trademark Applications

Owner Name	Trademark	Registration Date Filing Date	Registration Number Serial Number
11 Thrasio Eleven, Inc.	WILLOW & EVERETT	04-JAN-2022	6609552
18 Thrasio Eighteen, Inc.	HERITAGE PRODUCTS	15-FEB-2022	6647612
18 Thrasio Eighteen, Inc.	SKYMAT	10-OCT-2023	7190274
19 Thrasio Nineteen, Inc.	KATCHY	11-OCT-2022	6873807
2 B Bountiful, Inc.	ELDERBERRY HILL ORGANICS	04-APR-2023	7019413
2 B Bountiful, Inc.	VISIOCREST	22-FEB-2022	6655029
25 Thrasio Twenty Five, Inc.	BECKHAM HOTEL COLLECTION	03-JAN-2023	6938934
25 Thrasio Twenty Five, Inc.	NUTRI-LOCK	12-JAN-2022	97/215378
Cayenne Solutions, Inc.	ACTIVE PETS	05-MAR-2019	5689462
Cayenne Solutions, Inc.	ACTIVE PETS	31-AUG-2021	6472174
Cheddar Creations, Inc.	CHOMCHOM	11-AUG-2023	98129488
Chrysanthemum Creations, Inc.	ELITE SPORTZ GAMES	21-FEB-2023	6987361
Classy Mango, Inc.	GENTEELE	28-JUN-2016	4988547
Crawfish Creations, Inc.	AMZPETS	31-MAY-2022	6748776
Daylily Dreams, Inc.	HOME ACRE DESIGNS	11-APR-2023	7027136
ECOM Heights LLC	DERMORA	26-NOV-2019	5922621
Faint Orange Horizon, Inc.	THE CALIFORNIA BEACH CO	23-JUL-2019	5815496
Frosty Dream, Inc.	CHATEAU SPILL	22-SEP-2015	4817798
Frosty Dream, Inc.	EMERGENCY STAIN RESCUE	13-OCT-2015	4831032
Frosty Dream, Inc.	ESR	08-NOV-2016	5077903
Frosty Dream, Inc.	MISS MOUTH'S	16-MAY-2017	5203016
Frosty Dream, Inc.	THE HATE STAINS CO.	03-MAR-2020	6003867
Frosty Dream, Inc.	THE ONE BOTTLE NO WINE LOVER SHOULD BE WITHOUT	08-NOV-2016	5077906
Fyer Tropics, Inc.	ROAM	19-APR-2022	6703639
Honey Sunset, Inc.	GLOWCITY	15-JAN-2013	4275288
Ideastream Consumer Products, LLC	MAGIC TAP	30-MAY-2023	7066058

Owner Name	Trademark	Registration Date Filing Date	Registration Number Serial Number
Ideastream Consumer Products, LLC	FIND IT	07-MAY-2013	4332272
Ideastream Consumer Products, LLC	THE MAGICTAP	08-JAN-2013	4271213
Khaki Trips, Inc.	VELETTE	11-SEP-2018	5561141
Khaki Trips, Inc.	VELETTE	11-SEP-2018	5559940
Lace Decisions, Inc.	BABY NEST DESIGNS	24-SEP-2019	5866647
Latte Logistics, Inc.	SKL PRODUCTS	15-SEP-2020	6152144
Levita Holdings, LLC	ARMATO	27-OCT-2015	4841482
Levita Holdings, LLC	BEDBUG SUPPLY .COM	02-SEP-2014	4596368
Levita Holdings, LLC	LUNA	20-OCT-2015	4836402
Levita Holdings, LLC	LUNA	03-SEP-2019	5851282
Levita Holdings, LLC	LUNA MATTRESS PROTECTORS	17-NOV-2009	3711716
Mahogany Movements, Inc.	E TRONIC EDGE	11-JUL-2023	7108628
Malt Decisions, Inc.	MAGICAL FLAMES	27-AUG-2019	5842942
Mango Wonder, Inc.	AUTOMATIC MAGIC	27-NOV-2012	4251393
Mango Wonder, Inc.	BETTER LIFE	28-DEC-2010	3897618
Mango Wonder, Inc.	BETTER LIFE	24-AUG-2021	6463946
Mango Wonder, Inc.	DISH IT OUT I CAN TAKE IT	27-NOV-2012	4251394
Mango Wonder, Inc.	EVEN THE KITCHEN SINK	13-AUG-2013	4381984
Mango Wonder, Inc.	TAKE IT FOR GRANITE	24-JUL-2012	4178812
Melon Movements, Inc.	ECO-BABY	29-AUG-2023	7151610
Old Rust Organization, Inc.	SNUGGLEPEDIC	25-OCT-2022	6885852
Orange Crush Organization, Inc.	BEARD BIB	08-NOV-2023	98260525
Oyster Oasis, Inc.	WATERMELON BALL	23-FEB-2016	4904333
Oyster Oasis, Inc.	WATERMELON BALL	12-JUL-2016	5000434
Pantone Projects, Inc.	ENERPLEX	13-APR-2021	6791705
Papaya Projects, Inc.	UFLEX ATHLETICS	23-NOV-2021	6569521
Pizza Project, LLC	FLOUR + OAK	07-JAN-2020	5956178
Primrose Projects, Inc.	BIG BISON BLOCKS	21-JUL-2020	6105834
Teal Monkey, Inc.	NEON NIGHTS	25-JAN-2022	6625886

SCHEDULE II

Issued Patents and Patent Applications

Owner Name	Patent	Grant Date Application Date	Patent Number Application Number
Ideastream Consumer Products, LLC	RULED FOLDER	2/22/2022	D944324
Ideastream Consumer Products, LLC	FILE FOLDER	4/12/2022	D948614
Ideastream Consumer Products, LLC	ALBUM HOLDER	6/20/2023	18/216065
Penny Rose Solutions, Inc.	TABLETOP GAME	4/6/2021	D915519
Penny Rose Solutions, Inc.	TABLETOP GAME	11/17/2020	D902317
17 Thrasio Seventeen, Inc.	ELLIPTICAL CYCLE	10/21/2022	17/971020

SCHEDULE III

Registered Copyrights

Owner Name	Copyright	Registration Number
Autumn Ideas, Inc.	NIPPIES PACKAGING	VA0002242365
Autumn Ideas, Inc.	BSIX Model Photographs. [Group registration of published photographs. 400 photographs. 2018-07-01 to 2018-07-31]	VA0002238832
Autumn Ideas, Inc.	BSIX PRODUCT PHOTOGRAPHS. [Group registration of published photographs. 396 photographs. 2019-06-01 to 2019-06-30]	VA0002238825
Autumn Ideas, Inc.	BSIX WEBSITE	VA0002242888
Cheddar Creations, Inc.	ChomChom Roller Ad	PA0002245379
ECOM HEIGHTS LLC	Professional Oval Makeup Brush Set	VA0002071135
IdeaStream Consumer Products, LLC	THE MAGIC TAP	VA0002334981
IdeaStream Consumer Products, LLC	MagicTap_APC_Module_1_041422, MagicTap_APC_Module_2_041422, MagicTap_APC_Module_3a_041422, MagicTap_APC_Module_3b_041422, MagicTap_APC_Module_3c_041422, MagicTap_APC_Module_4_041422, MagicTap_APC_Module_5_041422, MagicTap_APC_Module_6_041422, MagicTap_APC_Text_3a_041422, MagicTap_APC_Text_3b_041422, MagicTap_APC_Text_3c_041422, MagicTap-White_LP2_041422, MagicTap-White_LP3_041422, MagicTap-White_LP4_041422, MagicTap-White_LP5-041422, MagicTap-White_LP6_041422, MagicTap-White_LP7_041422, MagicTap-White_LP8_041422, MagicTap-White_LP9_041422, MagicTap-White_MLP-1_041414, MagicTap-White_MLP-3_041414, MagicTap-White_MLP-6_041422 . [Group registration of published photographs. 22 photographs. 2022-04-14 to 2022-04-14]	VA0002324035
IdeaStream Consumer Products, LLC	Images of Product SNS01618-AMZ. [Group registration of published photographs. 5 photographs. 2004-09-01 to 2004-09-30]	VA0002276787

Owner Name	Copyright	Registration Number
IdeaStream Consumer Products, LLC	Images of Product VZ00458. [Group registration of published photographs. 6 photographs. 2014-01-01 to 2014-01-31]	VA0002264045
IdeaStream Consumer Products, LLC	Images of Product VZ01270. [Group registration of published photographs. 6 photographs. 2007-01-01 to 2007-01-31]	VA0002276786
IdeaStream Consumer Products, LLC	Images of Products from 2006. [Group registration of published photographs. 64 photographs. 2006-01-13 to 2006-11-15]	VA0002261234
IdeaStream Consumer Products, LLC	Images of Products VZ00361 and VZ00323. [Group registration of published photographs. 12 photographs. 2013-08-01 to 2013-09-30]	VA0002276785
IdeaStream Consumer Products, LLC	Images of VZ03962, VZ03963, and VZ03964. [Group registration of published photographs. 18 photographs. 2021-05-01 to 2021-05-11]	VA0002251185
IdeaStream Consumer Products, LLC	Images of VZ03965 and VZ03966. [Group registration of published photographs. 12 photographs. 2021-05-01 to 2021-05-11]	VA0002251184
IdeaStream Consumer Products, LLC	Images of VZ03967 and VZ03968. [Group registration of published photographs. 12 photographs. 2021-05-01 to 2021-05-11]	VA0002254328
IdeaStream Consumer Products, LLC	Images of VZ03969 & VZ03970. [Group registration of published photographs. 12 photographs. 2021-05-01 to 2021-05-12]	VA0002253657
Thrasio, LLC	Snugglepedic Snoozy Sleeping	VA0002268690
Thrasio, LLC	SNUGGLEPEDIC SNOOZY with Pillow	VA0002264407
Thrasio, LLC	Snugglepedic Snoozy with Seal.	VA0002268945

Copyright Applications

None.