

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM863798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MPUSA, LLC		12/22/2023	Limited Liability Company: DELAWARE
MPCG Holdings LLC		12/22/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 S. LaSalle St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Serial Number:	85875873	ATHLETECARE	
Serial Number:	86601281	ATHLETE ENGINEERED	
Serial Number:	86982351	ATHLETE ENGINEERED	
Serial Number:	87246775	CONTROL TEMPERATURE UNLOCK PERFORMANCE	
Serial Number:	90850322	COOLING ENGINE	
Serial Number:	97663110	COOLING ENGINE	
Serial Number:	87144336	COOLING POWER	
Serial Number:	87849201	COOLING POWER	
Serial Number:	88157040	COOL MORE. DO MORE.	
Serial Number:	85879769	COOLS INSTANTLY WHEN WET	
Serial Number:	85544144	DEFEAT THE HEAT	
Serial Number:	88338794	DUOMAX	
Serial Number:	85804197	ENDURACOOOL	
Serial Number:	85444330	ENDURACOOOL	
Serial Number:	86499770	FEEL COOL	
Serial Number:	86133633	FEEL COOL AND GO HARDER	
Serial Number:	86133627	FEEL COOL AND GO HARDER	

OP \$1365.00 85875873

Property Type	Number	Word Mark
Serial Number:	86977186	FUEL & COOL
Serial Number:	86975007	GOCOOL BRAND
Serial Number:	86119187	GOCOOL BRAND
Serial Number:	86119075	GO°COOL BRAND
Serial Number:	86975006	GO°COOL BRAND
Serial Number:	86982534	HYDROACTIVE
Serial Number:	86780241	HYDROACTIVE
Serial Number:	87114509	HYDROACTIVE MAX
Serial Number:	85822711	M
Serial Number:	87575006	MAX
Serial Number:	85153389	MISSION
Serial Number:	86532890	MISSION
Serial Number:	87088363	MISSION
Serial Number:	77978266	MISSION
Serial Number:	97166992	MISSION
Serial Number:	97560242	MISSION
Serial Number:	86793370	MISSIONACTIVE
Serial Number:	85627792	MISSION ENDURACOOOL
Serial Number:	85982171	MISSION ENDURACOOOL
Serial Number:	98074823	MISSION FLEX
Serial Number:	86017185	MISSION POWER GRIP
Serial Number:	86752643	MISSION RADIANTACTIVE
Serial Number:	75575386	MISSION
Serial Number:	86785798	M
Serial Number:	86785792	M
Serial Number:	86982245	M
Serial Number:	86982333	M
Serial Number:	86981053	M
Serial Number:	87112652	M MISSION
Serial Number:	86982334	M MISSION
Serial Number:	86560919	MULTI-COOOL
Serial Number:	86141489	ON DEMAND COOLING
Serial Number:	86278118	THE DIFFERENCE BETWEEN GOOD AND GREAT
Serial Number:	86400244	FABRIC OF THE GAME
Serial Number:	86568709	THE SCIENCE OF COOL
Serial Number:	86780649	VAPORACTIVE
Serial Number:	97815927	VAPORACTIVE

CORRESPONDENCE DATA**Fax Number:** 3125802201*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:** 3125802230**Email:** dnmiller@thompsoncoburn.com**Correspondent Name:** Dylan Miller**Address Line 1:** 55 E. Monroe St.**Address Line 2:** 37TH FLOOR**Address Line 4:** Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Dylan Miller
SIGNATURE:	/Dylan Miller/
DATE SIGNED:	12/26/2023

Total Attachments: 23

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is executed and delivered as of December 22, 2023, by MPUSA, LLC, a Delaware limited liability company (“MPUSA”) and MPCG Holdings LLC, a Florida limited liability company (“Holdings”; MPUSA and Holdings are collectively referred to as “Borrowers”), to CIBC Bank USA (“Lender”).

W I T N E S S E T H:

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the “Financial Accommodations”) to Borrowers evidenced by, among other documents, (i) that certain Loan and Security Agreement of even date herewith by and among Borrowers, certain other Loan Parties and Lender (as amended or restated from time to time, the “Loan Agreement”), and (ii) any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the Loan Agreement (the “Other Documents”) (the Other Documents, together with the Loan Agreement are collectively, the “Loan Documents”);

WHEREAS, pursuant to the Loan Agreement, Borrowers granted to Lender a security interest and lien in and to all of Borrowers’ assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrowers, provided, among other things, Borrowers execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrowers and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers covenant unto and agree with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations, each Borrower hereby grants and conveys to Lender a security interest and lien in and to all of such Borrower’s right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively, the “Intellectual Property Collateral”):

A. (i) trademarks, trademark registrations and applications therefor (excluding any Excluded Collateral), including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit “A” (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the “Trademarks”);

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit “B”, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right

to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "**Patents**");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "**Copyrights**");

D. license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Borrower and now or hereafter covered by such licenses (collectively, the "**Licenses**"); and

E. the goodwill of such Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Borrowers acknowledge and agree that upon the occurrence and during the continuation of an Event of Default, and upon written notice to Borrowers, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Borrowers covenant and agree to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may reasonably request, in form and substance reasonably acceptable to Lender, to perfect and maintain perfected Lender's security interests and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Section 2.

The Lender and Borrowers acknowledge and agree that while the grant of a security interest set forth above shall encompass all registered and non-registered Intellectual Property Collateral, the Exhibits attached hereto shall only list the registered Trademarks, Patents and Copyrights owned by each Borrower. Upon Lender's written request, in its commercially reasonable discretion, Borrowers shall provide a detailed list of all non-registered Intellectual Property and do any and all acts and execute any and all instruments, documents and agreements reasonably required by Lender to further evidence or perfect Lender's security interest in such non-registered Intellectual Property Collateral.

3. Restrictions on Future Agreements.

A. Borrowers agree that until the Obligations shall have been paid in full in cash and the Loan Documents have been terminated, Borrowers will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with Borrowers' obligations under this Agreement. Borrowers further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement. Notwithstanding the foregoing provisions of this Section 3.A. and provided no Event of Default then exists, Borrowers may license or sublicense on an exclusive or non-exclusive basis any Intellectual Property Collateral on an arm's length basis to the extent such license or sublicense shall not materially and adversely interfere with the Borrowers' business, operations or value.

B. Each Borrower hereby represents and warrants to Lender that other than exclusive or non-exclusive licensing of the Intellectual Property Collateral permitted in Section 3.A. above, such Borrower has not granted any license or security interest to any Person other than Lender in connection with any of the Intellectual Property Collateral. Except as permitted in Section 3.A., each Borrower hereby covenants unto Lender that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, such Borrower shall not grant any license or security interest to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Each Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits “A”, “B”, and “C” respectively constitute all of the registered trademarks, trademark registrations, registered patents, patent registrations, registered copyrights, and applications therefor now owned by such Borrower. If, prior to payment of the Obligations in full, such Borrower shall (i) obtain rights to any new registered Intellectual Property, or (ii) become entitled to the benefit of any registered Intellectual Property, the provisions of Section 2 above shall automatically apply thereto and such Borrower shall provide Lender with prompt notice thereof. Borrowers hereby authorize Lender to modify this Agreement by amending Exhibits “A”, “B”, and “C” to include any future registered Intellectual Property.

5. **Royalties; Terms.** Each Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral during the continuance of an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrowers. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Obligations in full and the termination of the Loan Documents.

6. **Lender’s Right to Inspect.** Lender shall have the right to inspect Borrowers’ premises and to examine Borrowers’ books, records and operations in accordance with the terms and conditions of the Loan Agreement. Upon the occurrence and during the continuation of an Event of Default, Borrowers agree that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks, Patents, Copyrights or Licenses.

7. **Nature and Termination of Lender’s Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Sections 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrowers’ right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrowers.** Borrowers shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate and consistent with past business practices, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Borrowers. Borrowers shall not abandon any Intellectual Property Collateral, without the consent of Lender; provided that, Borrowers shall not have an obligation to maintain or prosecute any Intellectual Property Collateral that relates solely to a product that has been discontinued and which is not necessary or otherwise material to the business of Borrowers.

9. **Lender’s Right to Sue.** Upon the occurrence and during the continuation of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of a Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrowers shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Section 9.

10. **Waivers.** Lender’s failure at any time or times hereafter to require strict performance by Borrowers of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrowers contained in this Agreement and no Event of Default by Borrowers shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by officers of Lender and directed to Borrowers specifying such suspension or waiver.

11. **Severability**. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification**. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement**. All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as such Borrower's true and lawful attorney-in-fact, with power, upon the occurrence and during the continuation of an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrowers hereby ratify all actions that attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and all financing arrangements between Borrowers or any Borrower and Lender have been terminated. Borrowers acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits**. This Agreement shall be binding upon Borrowers and their respective successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. **Notice**. Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

16. **Governing Law**. This Agreement shall be deemed to have been executed and delivered in New York, New York, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of New York.

17. **Joint and Several**. All references to "Borrowers" and "Borrower" shall mean MPUSA and Holdings, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Borrowers shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of MPUSA and Holdings.

[signature page follows]

IN WITNESS WHEREOF, each Borrower's duly authorized officer has executed this Agreement as of the date first set forth above.

BORROWERS:

MPUSA, LLC,
a Delaware limited liability company

By: 
Name: Joshua Shaw
Title: Executive Chairman

MPCG HOLDINGS LLC,
a Florida limited liability company

By: 
Name: Joshua Shaw
Title: Authorized Signatory

ACCEPTANCE

The undersigned, CIBC Bank USA, as Lender, accepts the foregoing collateral assignment of Intellectual Property.

CIBC BANK USA,



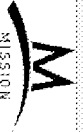
By: 
Name: Susan Lanz
Title: Managing Director



EXHIBIT A

TRADEMARKS AND TRADEMARK REGISTRATIONS





Mark Name	Image	Country	Current Owner	Current Appl. No	Current Appl. Date	Current Reg No	Current Reg Date	Status
M MISSION (Stylized)		Australia	MPUSA, LLC	1621882	05/09/2014	1621882	05/09/2014	Registered
COOLS INSTANTLY WHEN WET		Canada	MPUSA, LLC	1708739	12/23/2014	TMA963079	02/16/2017	Registered
EnduraCool		Canada	MPUSA, LLC	1574214	04/20/2012	TMA867674	12/18/2013	Registered
MISSION		Canada	MPUSA, LLC	1797357	04/11/2008	TMA798198	05/20/2011	Registered
MISSION		Canada	MPUSA, LLC	1797306	05/23/2000	TMA561791	05/10/2002	Registered
MISSION		Canada	MPUSA, LLC	1804728	10/14/2016	TMA992919	03/21/2018	Registered
MISSION		Canada	MPUSA, LLC	1814709	12/16/2016	TMA1032269	06/26/2019	Registered
M Logo		Canada	MPUSA, LLC	1752875	10/30/2015	TMA1031746	06/25/2019	Registered
M MISSION (Stylized)		Canada	MPUSA, LLC	1562799	02/06/2012	TMA894208	01/16/2015	Registered
MULTI-COOL		Canada	MPUSA, LLC	1727238	05/07/2015	TMA972929	06/07/2017	Registered

HYDROACTIVE		China	MPUSA, LLC	1282048	10/29/2015	1282048	10/29/2015	Registered
HYDROACTIVE		China	MPUSA, LLC	G1282048	10/29/2015	G1282048	10/29/2015	Registered
MISSION		China	MPUSA, LLC	21855087	11/10/2016	21855087	12/28/2017	Registered
MISSIONACTIVE		China	MPUSA, LLC	1280995	10/29/2015	1280995	10/29/2015	Registered
MISSION ENDURACCOOL		China	MPUSA, LLC	17188856	06/12/2015	17188856	08/07/2016	Registered
M Logo		China	MPUSA, LLC	G1293724A	10/29/2015	G1293724A	10/29/2015	Registered
M Logo		China	MPUSA, LLC	G1293724A	10/29/2015	G1293724A	10/29/2015	Registered
M Logo		China	MPUSA, LLC	1281605	10/29/2005	1281605	10/29/2005	Registered
NITROACTIVE		China	MPUSA, LLC	1288854	01/21/2016	1288854	01/21/2016	Registered
VAPORACTIVE		China	MPUSA, LLC	1289339	10/29/2015	1289339	05/26/2017	Registered
VAPORACTIVE		China	MPUSA, LLC	1289339	10/29/2015	1289339	05/26/2017	Registered
VAPORACTIVE		China	MPUSA, LLC	1289339	10/29/2015	1289339	10/29/2015	Registered
ENDURACCOOL		Colombia	Mission Product Holdings, Inc.	13232949	10/01/2013	492577	04/30/2014	Registered














M MISSION (Stylized)		Colombia	Mission Product Holdings, Inc.	13 232807	10/01/2013	503882	10/07/2014	Registered
ENDURACOOOL		Costa Rica	Mission Product Holdings, Inc.	2013-008557	10/04/2013	235540	05/16/2014	Registered
M MISSION (Stylized)		Costa Rica	Mission Product Holdings, Inc.	2014-1227	10/04/2013	236628	07/16/2014	Registered
ATHLETE ENGINEERED		European Union	MPUSA, LLC	13963351	04/18/2015	13963351	08/31/2015	Registered
EnduraCool		European Union	MPUSA, LLC	1212403	05/07/2014	1212403	05/07/2014	Registered
HYDROACTIVE		European Union	MPUSA, LLC	1282048	10/29/2015	1282048	10/29/2015	Registered
MISSION		European Union	MPUSA, LLC	13963343	04/18/2015	13963343	08/31/2015	Registered
MISSIONACTIVE		European Union	MPUSA, LLC	1280995	10/29/2015	1280995	10/29/2015	Registered
M Logo		European Union	MPUSA, LLC	1293724	10/29/2015	1293724	10/29/2015	Registered
M Logo		European Union	MPUSA, LLC	1281605	10/29/2005	1281605	10/29/2005	Registered
M MISSION (Stylized)		European Union	MPUSA, LLC	12856654	05/08/2014	12856654	03/14/2015	Registered
VAPORACTIVE		European Union	MPUSA, LLC	1289339	10/29/2015	1289339	10/29/2015	Registered
MISSION		Germany	MPUSA, LLC	39639604,6	09/11/1996	39639604	12/16/1996	Registered

HYDROACTIVE		India	MPUSA, LLC	3295999	10/29/2015	3295999	10/29/2015	Registered
NITROACTIVE		India	MPUSA, LLC	1288854	01/21/2016	1288854	01/21/2016	Registered
EnduraCool		International	MPUSA, LLC	1212403	05/07/2014	1212403	05/07/2014	Registered
HYDROACTIVE		International	MPUSA, LLC	1282048	10/29/2015	1282048	10/29/2015	Registered
MISSIONACTIVE		International	MPUSA, LLC	1280995	10/29/2015	1280995	10/29/2015	Registered
M Logo		International	MPUSA, LLC	1293724	10/29/2015	1293724	10/29/2015	Registered
M Logo		International	MPUSA, LLC	1281605	10/29/2005	1281605	10/29/2005	Registered
NITROACTIVE		International	MPUSA, LLC	1288854	01/21/2016	1288854	01/21/2016	Registered
VAPORACTIVE		International	MPUSA, LLC	1289339	10/29/2015	1289339	10/29/2015	Registered
HYDROACTIVE		Japan	MPUSA, LLC	1282048	10/29/2015	1282048	02/24/2017	Registered
MISSIONACTIVE		Japan	MPUSA, LLC	1280995	10/29/2015	1280995	02/24/2017	Registered
M Logo		Japan	MPUSA, LLC	1293724	10/29/2015	1293724	12/02/2016	Registered






M Logo		Japan	MPUSA, LLC	1281605	10/29/2005	1281605	02/24/2017	Registered
M-MISSION		Japan	MPUSA, LLC	2017-071857	05/29/2017	5999145	11/24/2017	Registered
NITROACTIVE		Japan	MPUSA, LLC	1288854	01/21/2016	1288854	12/09/2016	Registered
VAPORACTIVE		Japan	MPUSA, LLC	1289339	10/29/2015	1289339	12/09/2016	Registered
EnduraCool		Malaysia	MPUSA, LLC	2014004620	04/23/2014	2014004620	04/23/2014	Registered
EnduraCool		Malaysia	MPUSA, LLC	2014004622	04/23/2014	2014004622	04/23/2014	Registered
MISSION		Malaysia	MPUSA, LLC	2014004623	04/23/2014	2014004623	04/23/2014	Registered
M MISSION		Malaysia	MPUSA, LLC	2014004624	04/23/2014	2014004624	10/12/2015	Registered
M MISSION (Stylized)		Malaysia	MPUSA, LLC	2014004625	04/23/2014	2014004625	04/23/2014	Registered
EnduraCool		Mexico	MPUSA, LLC	1518549	05/07/2014	1529321	04/14/2015	Registered
EnduraCool		Mexico	MPUSA, LLC	1518550	05/07/2014	1610157	02/04/2016	Registered
HYDROACTIVE		Mexico	MPUSA, LLC	1700581	10/29/2015	1708277	12/14/2016	Registered
HYDROACTIVE		Mexico	MPUSA, LLC	1700582	10/29/2015	1708278	12/14/2016	Registered














MISSION		Mexico	MPUSA, LLC	1777616	07/28/2016	1776172	07/19/2017	Registered
MISSIONACTIVE		Mexico	MPUSA, LLC	1700124	10/29/2015	1773326	07/11/2017	Registered
MISSION PRODUCT		Mexico	MPUSA, LLC	941979	06/19/2008	1092362	03/27/2009	Registered
M Logo		Mexico	MPUSA, LLC	1700386	10/29/2005	1800842	09/26/2017	Registered
M Logo		Mexico	MPUSA, LLC	1730977	10/29/2015	1795609	09/08/2017	Registered
M Logo		Mexico	MPUSA, LLC	1730978	10/29/2015	1795610	09/08/2017	Registered
NITROACTIVE		Mexico	MPUSA, LLC	1718331	01/21/2016	1734962	03/21/2017	Registered
VAPORACTIVE		Mexico	Mission Product Holdings, Inc.	1721393	10/29/2015	1736480	03/24/2017	Registered
VAPORACTIVE		Mexico	MPUSA, LLC	1721394	10/29/2015	1736481	03/24/2017	Registered
VAPORACTIVE		Mexico	MPUSA, LLC	1721395	10/29/2015	1736482	03/24/2017	Registered
EnduraCool		New Zealand	MPUSA, LLC	1003269	05/07/2014	1003269	01/06/2015	Registered
M MISSION (Stylized)		New Zealand	MPUSA, LLC	997585	05/09/2014	997585	05/01/2015	Registered
EnduraCool		Russia	Mission Product Holdings, Inc.	1212403	05/07/2014	1212403	05/07/2014	Registered

EnduraCool	Singapore	MPUSA, LLC	T1412968D	05/07/2014	T1412968D	05/07/2014	Registered
COURT GRIP	South Korea	MPHO Holdings, Inc.	40-2012-0072738	11/22/2012	40-1023741	02/20/2014	Registered
MISSION	South Korea	MPUSA, LLC	40-2012-0072735	11/22/2012	40-1018019	01/15/2014	Registered
MISSION ENDURACOOOL	South Korea	MPUSA, LLC	40-2013-0039344	06/14/2013	40-1052331	08/07/2014	Registered
MISSION POWER GRIP	South Korea	MPHO Holdings, Inc.	40-2013-0052552	08/05/2013	40-1082389	01/19/2015	Registered
M Logo (with MISSION)	South Korea	MPUSA, LLC	40-2012-0072734	11/22/2012	40-1023772	02/20/2014	Registered
M MISSION (Stylized)	South Korea	MPUSA, LLC	40-2014-0037081	06/02/2014	40-1094272	03/16/2015	Registered
POWER GRIP	South Korea	MPHO Holdings, Inc.	40-2012-0072739	11/22/2012	40-1001523	10/16/2013	Registered
ENDURACOOOL	Taiwan	MPUSA, LLC	103027029	05/14/2014	01703853	04/16/2015	Registered
M MISSION (Stylized)	Taiwan	MPUSA, LLC	103027030	05/14/2014	01716327	07/01/2015	Registered
ATHLETECARE	United Arab Emirates	MPUSA, LLC	184625	01/02/2013			Pending
ATHLETECARE	United Arab Emirates	MPUSA, LLC	184627	01/02/2013			Pending
ATHLETECARE	United Arab Emirates	MPUSA, LLC	184630	01/02/2013			Pending

ATHLETE ENGINEERED		United Kingdom	MPUSA, LLC	UK00913963351	04/18/2015	UK00913963351	08/31/2015	Registered
HYDROACTIVE		United Kingdom	MPUSA, LLC	UK00801282048	10/29/2015	UK00801282048	11/08/2016	Registered
MISSION		United Kingdom	MPUSA, LLC	UK00913963343	04/18/2015	UK00913963343	08/31/2015	Registered
MISSIONACTIVE		United Kingdom	MPUSA, LLC	UK00801280995	10/29/2015	UK00801280995	11/08/2016	Registered
M Logo		United Kingdom	MPUSA, LLC	UK00801293724	10/29/2015	UK00801293724	08/31/2016	Registered
M Logo		United Kingdom	MPUSA, LLC	UK00801281605	10/29/2015	UK00801281605	11/08/2016	Registered
M MISSION (Stylized)		United Kingdom	MPUSA, LLC	UK00912856654	05/08/2014	UK00912856654	03/14/2015	Registered
NITROACTIVE		United Kingdom	MPUSA, LLC	UK00801288854	01/21/2016	UK00801288854	12/20/2016	Registered
VAPORACTIVE		United Kingdom	MPUSA, LLC	UK00801289339	10/29/2015	UK00801289339	12/28/2016	Registered
ATHLETECARE		United States	MPUSA, LLC	85875873	03/14/2013	4376624	07/30/2013	Registered
ATHLETE ENGINEERED		United States	MPUSA, LLC	86601281	04/17/2015	5324251	10/31/2017	Registered
ATHLETE ENGINEERED		United States	MPUSA, LLC	86982351	10/29/2015	5233645	06/27/2017	Registered
CONTROL TEMPERATURE UNLOCK PERFORMANCE		United States	MPUSA, LLC	87246775	11/23/2016	5303337	10/03/2017	Registered

COOLING ENGINE	United States	MPUSA, LLC	90850322	07/27/2021	7110184	07/18/2023	Registered
COOLING ENGINE	United States	MPUSA, LLC	97663110	11/04/2022			Pending
COOLING POWER	United States	MPUSA, LLC	87144336	08/19/2016	5282631	09/05/2017	Registered
COOLING POWER	United States	MPUSA, LLC	87849201	03/26/2018	5747094	05/07/2019	Registered
COOL MORE. DO MORE.	United States	MPUSA, LLC	88157640	10/16/2018	5864259	09/17/2019	Registered
COOLS INSTANTLY WHEN WET	United States	MPUSA, LLC	85879769	03/19/2013	4458040	12/31/2013	Registered
DEFEAT THE HEAT	United States	MPUSA, LLC	85544144	02/16/2012	4277144	01/15/2013	Registered
DUOMAX	United States	MPUSA, LLC	88338794	03/13/2019	6025407	03/31/2020	Registered
ENDURACCOOL	United States	MPUSA, LLC	85804197	12/17/2012	4673699	01/20/2015	Registered
ENDURACCOOL	United States	MPUSA, LLC	85444330	10/11/2011	4239048	11/06/2012	Registered
FEEL COOL	United States	MPUSA, LLC	86499770	01/09/2015	5306912	10/10/2017	Registered
FEEL COOL AND GO HARDER	United States	MPUSA, LLC	86133633	12/03/2013	4556020	06/24/2014	Registered
FEEL COOL AND GO HARDER	United States	MPUSA, LLC	86133627	12/03/2013	4726155	04/28/2015	Registered

FUEL & COOL		United States	MPUSA, LLC	86977186	10/28/2014	4877782	12/29/2015	Registered
GOCOOL BRAND		United States	MPUSA, LLC	86975007	11/14/2013	4580253	08/05/2014	Registered
GOCOOL BRAND		United States	MPUSA, LLC	86119187	11/14/2013	4878016	12/29/2015	Registered
GO°COOL BRAND (Stylized)		United States	MPUSA, LLC	86119075	11/14/2013	4878015	12/29/2015	Registered
GO°COOL BRAND (Stylized)		United States	MPUSA, LLC	86975006	11/14/2013	4576074	07/29/2014	Registered
HYDROACTIVE		United States	MPUSA, LLC	86982334	10/07/2015	5292047	09/19/2017	Registered
HYDROACTIVE		United States	MPUSA, LLC	86780241	10/07/2015	5413277	02/27/2018	Registered
HYDROACTIVE MAX (Stylized)		United States	MPUSA, LLC	87114509	07/25/2016	5162969	03/14/2017	Registered
M Arc Logo		United States	MPUSA, LLC	85822711	01/14/2013	4476113	01/28/2014	Registered
MAX (Stylized)		United States	MPUSA, LLC	87575006	08/18/2017	5423396	03/13/2018	Registered
MISSION		United States	MPUSA, LLC	85153389	10/15/2010	4537997	05/27/2014	Registered
MISSION		United States	MPUSA, LLC	86532890	02/12/2015	4920927	03/22/2016	Registered
MISSION		United States	MPUSA, LLC	87088363	06/29/2016	5525378	07/24/2018	Registered

MISSION		United States	MPUSA, LLC	77978266	10/12/2007	5028960	09/21/2010	Registered
MISSION		United States	MPUSA, LLC	97166992	12/10/2021			Pending
MISSION		United States	MPUSA, LLC	97560242	08/23/2022			Pending
MISSIONACTIVE		United States	MPUSA, LLC	86793370	10/20/2015	5261760	08/08/2017	Registered
MISSION ENDURACCOOL		United States	MPUSA, LLC	85627792	05/17/2012	4898850	02/09/2016	Registered
MISSION ENDURACCOOL		United States	MPUSA, LLC	85982171	05/17/2012	4598562	09/02/2014	Registered
MISSION FLEX		United States	MPUSA, LLC	98074823	07/07/2023			Pending
MISSION POWER GRIP		United States	MPUSA, LLC	86017185	07/23/2013	4501134	03/25/2014	Registered
MISSION RADIANTACTIVE		United States	MPUSA, LLC	86752643	09/10/2015	5152061	02/28/2017	Registered
MISSION (Stylized)		United States	MPUSA, LLC	75575386	10/23/1998	2323531	02/29/2000	Registered
M Logo		United States	MPUSA, LLC	86785792	10/13/2015	5134429	01/31/2017	Registered
M Logo		United States	MPUSA, LLC	86785792	10/13/2015	5360445	12/19/2017	Registered
M Logo (Apparel)		United States	MPUSA, LLC	86982245	10/13/2015	5219673	06/06/2017	Registered

M Logo (Cooling Towels)		United States	MPUSA, LLC	86982333	10/13/2015	5224395	06/13/2017	Registered
M Logo (Use-Based)		United States	MPUSA, LLC	86981053	10/13/2015	5125899	01/17/2017	Registered
M MISSION Logo		United States	MPUSA, LLC	87112652	07/22/2016	5387580	01/23/2018	Registered
M MISSION Logo (Cooling Towels)		United States	MPUSA, LLC	86982334	11/23/2015	5224396	06/13/2017	Registered
MULTI-COOL		United States	MPUSA, LLC	86560919	03/11/2015	4836041	10/20/2015	Registered
ON DEMAND COOLING		United States	MPUSA, LLC	86141489	12/12/2013	5241776	07/11/2017	Registered
THE DIFFERENCE BETWEEN GOOD AND GREAT		United States	MPUSA, LLC	86278118	05/12/2014	5317378	10/24/2017	Registered
THE FABRIC OF THE GAME		United States	MPUSA, LLC	86400244	09/19/2014	5335730	11/14/2017	Registered
THE SCIENCE OF COOL		United States	MPUSA, LLC	86568709	03/18/2015	5335783	11/14/2017	Registered
VAPORACTIVE		United States	MPUSA, LLC	86780649	10/07/2015			Allowed
VAPORACTIVE		United States	MPUSA, LLC	97815927	02/28/2023			Published

EXHIBIT B

PATENTS AND PATENT REGISTRATIONS

Owner	Country Desc	Title	Nickname	Type of Patent	Application No Patent No.	Appl. Date Grant Date
MPUSA	PCT	DUAL FUNCTIONAL ABSORBING AND COOLING TEXTILE	Duo Max	Utility	PCT/US2019/015239	1/25/2019
MPUSA	US [PCT]	DUAL FUNCTIONAL ABSORBING AND COOLING TEXTILE	Duo Max	Utility	16/481,226 11,008,681	7/26/2019 5/18/2021
MPUSA	Canada [PCT]	DUAL FUNCTION ABSORBING AND COOLING TEXTILE	Duo Max	Utility	3089483 3089483	1/25/2019 7/4/2023
MPUSA	China [PCT]	DUAL FUNCTIONAL ABSORBING AND COOLING TEXTILE	Duo Max	Utility	201980016064.1 ZL 201980016064.1	1/25/2019 10/11/2022
MPUSA	Europe [PCT]	DUAL FUNCTIONAL ABSORBING AND COOLING TEXTILE	Duo Max	Utility	19744406.0 3743550	1/25/2019 8/2/2023
MPUSA	Japan [PCT]	DUAL FUNCTIONAL ABSORBING AND COOLING TEXTILE	Duo Max	Utility	2020-562081	1/25/2019
MPUSA	US [PCT]	DUAL FUNCTIONAL ABSORBING AND COOLING TEXTILE	Duo Max	Utility	16/964,784	7/24/2020
MPUSA	Hong Kong [PCT]	DUAL FUNCTIONAL ABSORBING AND COOLING TEXTILE	Duo Max	Utility	62021028459.7	3/30/2021
MPUSA	US [CON/PCT]	DUAL FUNCTIONAL ABSORBING AND COOLING TEXTILE	Duo Max	Utility	17/322,163 11,686,025	5/17/2021 6/27/2023
MPUSA	China [DIV/PCT]	DUAL FUNCTIONAL ABSORBING AND COOLING TEXTILE	Duo Max	Utility	202211136568.7	1/25/2019
MPUSA	Japan [DIV/PCT]	DUAL FUNCTIONAL ABSORBING AND COOLING TEXTILE	Duo Max	Utility	2022-168846	10/21/2022
MPUSA	US [CON/PCT]	DUAL FUNCTIONAL ABSORBING AND COOLING TEXTILE	Duo Max	Utility	18/214,956	6/27/2023
MPUSA	United States	COOLING FABRIC WITH INTEGRATED PHASE CHANGE MATERIAL	Max Plus w/PCM	Utility	62/699,292	7/17/2018
MPUSA	PCT	WET-ACTIVATED COOLING FABRIC	Duo Max	Utility	PCT/US17/35734	6/2/2017
MPUSA	Japan [PCT]	WET-ACTIVATED COOLING FABRIC	Duo Max	Utility	2018-562524 6833160	2/6/2017 2/5/2021
MPUSA	US [PCT]	WET-ACTIVATED COOLING FABRIC	Duo Max	Utility	16/077,353 10,428,448	8/10/2018 10/1/2019

Owner	Country Desc	Title	Nickname	Type of Patent	Application No Patent No.	Appl. Date Grant Date
MPUSA	US [PCT]	WET-ACTIVATED COOLING FABRIC	Duo Max	Utility	16/100,939 11,015,271	8/10/2018 5/25/2021
MPUSA	Japan [DIV/PCT]	WET-ACTIVATED COOLING FABRIC	Duo Max	Utility	2020-204050 7170024	6/2/2017 11/2/2022
MPUSA	US [CIP]	WET-ACTIVATED COOLING FABRIC	Duo Max	Utility	17/329,464 11,639,567	5/25/2021 5/2/2023
MPUSA	PCT [CIP]	WET-ACTIVATED COOLING FABRIC	Duo Max	Utility	PCT/US22/30879	5/25/2022
MPUSA	US [CIP/CON]	WET-ACTIVATED COOLING FABRIC	Duo Max	Utility	18/123,396	3/20/2023
MPUSA	PCT	DUAL FUNCTIONAL SPUN + FILAMENT FIBER WOVEN TERRY COOLING TOWEL	Cotton DuoMax	Utility	PCT/US20/14529	1/22/2020
MPUSA	United States	DUAL FUNCTIONAL SPUN + FILAMENT FIBER WOVEN TERRY COOLING TOWEL	Cotton DuoMax	Utility	16/749,016	1/22/2020
MPUSA	Australia [PCT]	DUAL FUNCTIONAL SPUN + FILAMENT FIBER WOVEN TERRY COOLING TOWEL	Cotton DuoMax	Utility	2020210647	1/22/2020
MPUSA	Brazil [PCT]	DUAL FUNCTIONAL SPUN + FILAMENT FIBER WOVEN TERRY COOLING TOWEL	Cotton DuoMax	Utility	1120210144641	1/22/2020
MPUSA	Canada [PCT]	DUAL FUNCTIONAL SPUN + FILAMENT FIBER WOVEN TERRY COOLING TOWEL	Cotton DuoMax	Utility	3127604	1/22/2020
MPUSA	Columbia [PCT]	DUAL FUNCTIONAL SPUN + FILAMENT FIBER WOVEN TERRY COOLING TOWEL	Cotton DuoMax	Utility	NC2021/0014019	1/22/2020
MPUSA	China [PCT]	DUAL FUNCTIONAL SPUN + FILAMENT FIBER WOVEN TERRY COOLING TOWEL	Cotton DuoMax	Utility	202080016066.3	1/22/2020
MPUSA	Europe [PCT]	DUAL FUNCTIONAL SPUN + FILAMENT FIBER WOVEN TERRY COOLING TOWEL	Cotton DuoMax	Utility	20744880.4	1/22/2020
MPUSA	Japan [PCT]	DUAL FUNCTIONAL SPUN + FILAMENT FIBER WOVEN TERRY COOLING TOWEL	Cotton DuoMax	Utility	2021-543469	1/22/2020
MPUSA	Mexico [PCT]	DUAL FUNCTIONAL SPUN + FILAMENT FIBER WOVEN TERRY COOLING TOWEL	Cotton DuoMax	Utility	MX/a/2021/008880	1/22/2020
MPUSA	Hong Kong [PCT]	DUAL FUNCTIONAL SPUN + FILAMENT FIBER WOVEN TERRY COOLING TOWEL	Cotton DuoMax	Utility	62022054473.3	6/1/2022
MPUSA	PCT	MULTI-LAYER APPAREL AND ACCESSORY CONSTRUCTION FOR COOLING AND VENTILATION	Cooling Engine	Utility	PCT/US2020/041593	7/10/2020

Owner	Country Desc	Title	Nickname	Type of Patent	Application No Patent No.	Appl. Date Grant Date
MPUSA	US [PCT]	MULTI-LAYER APPAREL AND ACCESSORY CONSTRUCTION FOR COOLING AND VENTILATION	Cooling Engine	Utility	17/627,897	1/18/2022
MPUSA	United States	NECK GAITER	Neck Gaiter	Design	29/748,440 D979,180	8/28/2020 2/28/2023
MPUSA	European Union	NECK GAITER	Neck Gaiter	Design	008444129	2/26/2021
MPUSA	Great Britain	NECK GAITER	Neck Gaiter	Design	6121591	2/26/2021 6/15/2021
MPUSA	Canada	NECK GAITER	Neck Gaiter	Design	201699	3/1/2021 8/2/2023
MPUSA	Japan	NECK GAITER	Neck Gaiter	Design	2021-004242 1716891	3/1/2021 5/31/2022
MPUSA	China	NECK GAITER	Neck Gaiter	Design	202130111519.8 ZL 202130111519.8	3/1/2021 1/4/2022
MPUSA	Australia	NECK GAITER	Neck Gaiter	Design	202111063	2/25/2021 6/1/2021
MPUSA	Mexico	NECK GAITER	Neck Gaiter	Design	MX/2021/000667 66341	2/26/2021 3/1/2023
MPUSA	Columbia	NECK GAITER	Neck Gaiter	Design	NC2021/0002697 12055	2/26/2021 7/8/2021
MPUSA	Brazil	NECK GAITER	Neck Gaiter	Design	3020210008840	3/1/2021 4/5/2022
MPUSA	Great Britain	NECK GAITER	Neck Gaiter	Design	6121592	2/26/2021 6/15/2021
MPUSA	Great Britain	NECK GAITER	Neck Gaiter	Design	6121593	2/26/2021 6/15/2021
MPUSA	Great Britain	NECK GAITER	Neck Gaiter	Design	6121594	2/26/2021 6/15/2021
MPUSA	Great Britain	NECK GAITER	Neck Gaiter	Design	6121596	2/26/2021 6/15/2021
MPUSA	Great Britain	NECK GAITER	Neck Gaiter	Design	6121596	2/26/2021 6/15/2021
MPUSA	Great Britain	NECK GAITER	Neck Gaiter	Design	6121597	2/26/2021 6/15/2021

Owner	Country Desc	Title	Nickname	Type of Patent	Application No Patent No.	Appl. Date Grant Date
MPUSA	Great Britain	NECK GAITER	Neck Gaiter	Design	6121598	2/26/2021 6/15/2021
MPUSA	Great Britain	NECK GAITER	Neck Gaiter	Design	6121599	2/26/2021 6/15/2021
MPUSA	Great Britain	NECK GAITER	Neck Gaiter	Design	6121600	2/26/2021 6/15/2021
MPUSA	Great Britain	NECK GAITER	Neck Gaiter	Design	6121601	2/26/2021 6/15/2021
MPUSA	Australia [DIV]	NECK GAITER	Neck Gaiter	Design	202113086	5/27/2021 7/29/2021
MPUSA	PCT	GARMENT HAVING AN INTEGRATED FILTER PANEL		Utility	PCT/US20/57509	10/27/2020
MPUSA	US	CUT-RESISTANT AND MOISTURE MANAGEMENT COOLING FABRIC; ARTICLE FORMED OF CUT-RESISTANT AND MOISTURE MANAGEMENT COOLING FABRIC, AND METHOD OF MAKING CUT-RESISTANT AND MOISTURE MANAGEMENT COOLING FABRIC	Cut Resistant IP	Utility	17706,892	3/29/2022
MPUSA	PCT	CUT-RESISTANT AND MOISTURE MANAGEMENT COOLING FABRIC; ARTICLE FORMED OF CUT-RESISTANT AND MOISTURE MANAGEMENT COOLING FABRIC, AND METHOD OF MAKING CUT-RESISTANT AND MOISTURE MANAGEMENT COOLING FABRIC	Cut Resistant IP	Utility	PCT/US23/16398	3/27/2023

EXHIBIT C

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None.