

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UpLift Brands, LLC		12/28/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	110 N Wacker Dr., 8th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1704520	CITROMA	
Registration Number:	2139736	GERM-X	
Registration Number:	6886152	GERM-X	
Registration Number:	5388197	GERM-X GO	
Registration Number:	5514914	SONOMA SPA	
Registration Number:	3003472	SONOMA SPA	
Registration Number:	2271154	GERM BLASTER	
Registration Number:	3352948	ALPINE X-TREME	
Registration Number:	5325768	MOUNTAIN FALLS	
Registration Number:	896120	SCRUBBLES	
Registration Number:	3699748	SCRUBBLES	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		

CH \$290.00 1704520

Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	027729-30017
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	12/28/2023
Total Attachments: 6 source=Vi-Jon - Trademark Security Agreement (UpLift Brands, LLC) [Executed] 4858-6532-3929 1#page1.tif source=Vi-Jon - Trademark Security Agreement (UpLift Brands, LLC) [Executed] 4858-6532-3929 1#page2.tif source=Vi-Jon - Trademark Security Agreement (UpLift Brands, LLC) [Executed] 4858-6532-3929 1#page3.tif source=Vi-Jon - Trademark Security Agreement (UpLift Brands, LLC) [Executed] 4858-6532-3929 1#page4.tif source=Vi-Jon - Trademark Security Agreement (UpLift Brands, LLC) [Executed] 4858-6532-3929 1#page5.tif source=Vi-Jon - Trademark Security Agreement (UpLift Brands, LLC) [Executed] 4858-6532-3929 1#page6.tif	

The liens and security interests securing the obligations as evidenced hereby are subject to the provisions of the ABL Intercreditor Agreement, dated as of December 28, 2023 (as amended or modified from time to time), by and among Bank of America, N.A., as ABL Agent and TCW Asset Management Company LLC, as Term Agent. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

Trademark Security Agreement

Trademark Security Agreement (this “Trademark Security Agreement”), dated as of December 28, 2023, by UpLift Brands, LLC (the “Pledgor”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgor is a party to that certain Security Agreement dated as of December 28, 2023 (as amended, restated or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, the Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor (collectively, the “Trademark Collateral”):

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing;

in each case other than Excluded Property.

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 Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security

interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

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

Very truly yours,

UPLIFT BRANDS, LLC, as Pledgor

By: Scott Mekus

Name: Scott Mekus

Title: Vice President and Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name:

Title:

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

Very truly yours,

UPLIFT BRANDS, LLC, as Pledgor

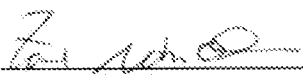
By: _____

Name: Scott Mekus

Title: Vice President and Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____

Name: Zach Nobis-Olson

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Owner	Mark	Reg. #	Registered	Serial #	Filed	Country
UpLift Brands, LLC	CITROMA (005)	1,704,520	8/4/1992	74/202,768	9/12/1991	United States
UpLift Brands, LLC	GERM-X (005)	2,139,736	2/24/1998	75/156,495	8/26/1996	United States
UpLift Brands, LLC	GERM-X (005)**	6,886,152	10/25/2022	90978220	4/10/2021	United States
UpLift Brands, LLC	GERM-X GO (005)	5,388,197	1/23/2018	87,310,516	1/23/2017	United States
UpLift Brands, LLC	SONOMA SPA (003)	5,514,914	7/10/2018	87,428,359	4/27/2017	United States
UpLift Brands, LLC	SONOMA SPA (003)	3,003,472	10/4/2005	76/608,166	8/23/2004	United States
UpLift Brands, LLC	GERM BLASTER (003)	2,271,154	8/17/1999	75/393,050	11/19/1997	United States
UpLift Brands, LLC	ALPINE X-TREME (003)	3,352,948	12/11/2007	76/661,196	6/7/2006	United States
UpLift Brands, LLC	MOUNTAIN FALLS (003, 005)	5,325,768	10/31/2017	87/322,299	2/2/2017	United States
UpLift Brands, LLC	SCRUBBLES (003)	896,120	8/4/1970	72/337,203	9/5/1969	United States
UpLift Brands, LLC	SCRUBBLES (003)	3,699,748	10/20/2009	77/407,189	2/27/2008	United States

Trademark Applications:

Owner	Mark	Application / Serial #	Filed	Country
UpLift Brands,	GERM-X (03, 05)	90/636,807	4/10/2021	United States

LLC				
UpLift Brands, LLC	Germ-X since 1997 (design) (03, 05)	90/641,607	4/13/2021	United States
UpLift Brands, LLC	Germ-X since 1997 (design) (03, 05)	90/641,703	4/13/2021	United States
UpLift Brands, LLC	Germ-X since 1997 (design) (03, 05)	90/641,900	4/13/2021	United States
UpLift Brands, LLC	Germ-X since 1997 (design) (03, 05)	90/641,820	4/13/2021	United States
UpLift Brands, LLC	TRUSTED CHOICE. HEALTHY LIVING (03,05)	90/636,812	4/10/2021	United States
UpLift Brands, LLC	MOUNTAIN FALLS (logo)	97/816,047	2/28/2023	United States