

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXEMPLIS LLC		01/12/2024	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6848054	HEXY	
Registration Number:	6782955	DOODLE	
Registration Number:	7122245	MOTIF	
Serial Number:	97653676		
Serial Number:	97653679		
Serial Number:	97653685		
Serial Number:	97651630		
Serial Number:	97651604		
Serial Number:	97647325		
Serial Number:	97599622		
Serial Number:	97599626		
Serial Number:	97589543		
Serial Number:	97587590		
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		

CH \$340.00 6848054

Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 036084-30018

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 01/12/2024

Total Attachments: 5

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of January 12, 2024 by and from EXEMPLIS LLC, a California limited liability company (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A. (the “Grantee”), for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the other Loan Parties from time to time party thereto, the Lenders and the Grantee have entered into that certain Second Amended and Restated Credit Agreement, dated as of the date hereof (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor, the other Loan Parties from time to time party thereto, and the Grantee have entered into that certain Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations. Upon Payment in Full, the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly execute, acknowledge, and deliver to Grantor all reasonably requested instruments, in writing or otherwise, evidencing such release.

(b) The Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in and to (1) the Trademarks, (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same. Nothing herein shall limit the Grantor's grant of a security interest in the foregoing assets or any other Collateral in favor of the

Grantee to secure the Secured Obligations pursuant to the Security Agreement or any other Collateral Documents, all of which grants are hereby reaffirmed, ratified and confirmed.

3) Counterparts. This Confirmatory Grant 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.

4) GOVERNING LAW. THIS CONFIRMATORY GRANT 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 page follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

EXEMPLIS LLC

By: 

Name: Patrick Sommerfeld

Title: Secretary and Vice President, Finance

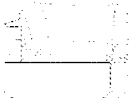



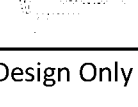
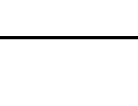
Signature Page for Grant of
Security Interest in United States Trademarks





TRADEMARK

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CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status	Owner
HEXY	90609699 29-MAR-2021	6848054 13-SEP-2022	Registered	EXEMPLIS LLC
DOODLE	90026077 29-JUN-2020	6782955 05-JUL-2022	Registered	EXEMPLIS LLC
MOTIF	90023540 26-JUN-2020	7122245 25-JUL-2023	Registered	EXEMPLIS LLC
Design Only 	97653676 28-OCT-2022	--	Pending	EXEMPLIS LLC
Design Only 	97653679 28-OCT-2022	--	Pending	EXEMPLIS LLC
Design Only 	97653685 28-OCT-2022	--	Pending	EXEMPLIS LLC
Design Only 	97651630 27-OCT-2022	--	Pending	EXEMPLIS LLC
Design Only 	97651604 27-OCT-2022	--	Pending	EXEMPLIS LLC
Design Only 	97647325 25-OCT-2022	--	Pending	EXEMPLIS LLC

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status	Owner
Design Only 	97599622 20-SEP-2022	--	Pending	EXEMPLIS LLC
Design Only 	97599626 20-SEP-2022	--	Pending	EXEMPLIS LLC
Design Only 	97589543 13-SEP-2022	--	Pending	EXEMPLIS LLC
Design Only 	97587590 12-SEP-2022	--	Pending	EXEMPLIS LLC