

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miami Labs, Inc.		01/31/2024	Corporation:
RECEIVING PARTY DATA			
Name:	BMO BANK N.A., as Administrative Agent		
Street Address:	320 S. Canal Street		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	6032800	BARN CHIC BOUTIQUE	
Registration Number:	5519164	BATHPACK	
Registration Number:	6275461	BLUE ANGELS HEARING	
Registration Number:	6852601	BLVDBLACK	
Registration Number:	5447396	CANVAS CULTURES	
Registration Number:	6852525	CARTOONIFYME	
Registration Number:	5539989	ELEVEN 11 OAKS BOUTIQUE	
Registration Number:	5539985	ELEVEN OAKS BOUTIQUE	
Registration Number:	6859473	EVERIE	
Registration Number:	6976158	FARM SINK SHOP	
Registration Number:	7012341	FARM SINK SHOP	
Registration Number:	5853593	FARMFOODS	
Registration Number:	5401289	FEED ME FIGHT ME	
Registration Number:	7010252	GROOVE BAGS	
Registration Number:	6859497	GROOVE BAGS	
Registration Number:	6859495	GROOVE BAGS	
Registration Number:	6859496	GROOVE BAGS	
Registration Number:	7147281	GUMDROP	

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Property Type	Number	Word Mark
Registration Number:	6828560	HEREAFTER
Registration Number:	6637629	JACK ARCHER
Registration Number:	6403557	M MOMMA'S SHOP
Registration Number:	6695898	MOMMA'S SHOP
Registration Number:	7034077	NINE MONTHS SOBER
Registration Number:	6494421	ROAD ARMOR
Registration Number:	4248571	· SEAL OF THE SUTRO · SAN FRANCISCO
Registration Number:	5594933	SPINDLE
Registration Number:	6859205	STEMSCOPE
Registration Number:	7280252	SUTRO
Registration Number:	6271087	SWEATFLOW
Registration Number:	7009295	THE STEMKIDS
Registration Number:	6975448	W WEARVA
Registration Number:	6621423	WEARVA
Registration Number:	6457328	YOGASTE
Serial Number:	97226219	BEAUTY MELANIN
Serial Number:	97289620	EXO DRONES
Serial Number:	97171203	EXO
Serial Number:	98145330	G
Serial Number:	98145329	GUMDROP
Serial Number:	87669133	ILOVEPLUM
Serial Number:	97226220	LIVEWELL
Serial Number:	97358435	MAHALO
Serial Number:	97050946	NECKLOW

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 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

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 011569-30820

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 01/31/2024

Total Attachments: 6

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of January 31, 2024 by Miami Labs, Inc. (“**Grantor**”), in favor of BMO BANK N.A., in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated January 31, 2024 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or 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 U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND
CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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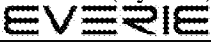



IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.


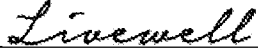




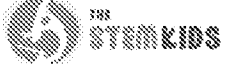
MIAMI LABS, INC.


DocuSigned by:
Keith Rabois
By: _____
Name: Keith Rabois
Title: Chief Executive Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Mark Name	Status	Country	Filed Date	Appl. No.	Reg. Date	Reg. No.
BARN CHIC BOUTIQUE	Registered	US	9/9/2019	88/608,955	4/14/2020	6,032,800
BATHPACK	Registered	US	12/14/2017	87/721,436	7/17/2018	5,519,164
BEAUTY MELANIN	Pending	US	1/18/2022	97/226,219		
BLUE ANGELS HEARING	Registered	US	2/29/2020	88/816,049	2/23/2021	6,275,461
BLVDBLACK (stylized) 	Registered	US	4/12/2022	97/358,432	9/20/2022	6,852,601
CANVAS CULTURES	Registered	US	8/25/2017	87/583,262	4/17/2018	5,447,396
CARTOONIFYME	Registered	US	2/4/2022	97/254,468	9/20/2022	6,852,525
ELEVEN 11 OAKS BOUTIQUE (design) 	Registered	US	1/4/2018	87/743,828	8/14/2018	5,539,989
ELEVEN OAKS BOUTIQUE	Registered	US	1/4/2018	87/743,814	8/14/2018	5,539,985
EVERIE (stylized) 	Registered	US	1/18/2022	97/226,215	9/27/2022	6,859,473
EXO DRONES	Pending	US	3/1/2022	97/289,620		
EXO (stylized) 	Pending	US	12/14/2021	97/171,203		
FARM SINK SHOP	Registered	US	4/12/2022	97/358,437	2/7/2023	6,976,158
FARM SINK SHOP (design) 	Registered	US	4/12/2022	97/358,440	3/28/2023	7,012,341
FARMFOODS	Registered	US	9/7/2018	88/108,723	9/3/2019	5,853,593
FEED ME FIGHT ME	Registered	US	7/24/2017	87/540,327	2/13/2018	5,401,289
G (design) 	Pending	US	8/22/2023	98/145,330		
GROOVE BAGS	Registered	US	2/8/2022	97/258,740	3/28/2023	7,010,252
GROOVE BAGS	Registered	US	2/8/2022	97/258,742	9/27/2022	6,859,497
GROOVE BAGS	Registered	US	2/8/2022	97/258,739	9/27/2022	6,859,495

Mark Name	Status	Country	Filed Date	Appl. No.	Reg. Date	Reg. No.
GROOVE BAGS	Registered	US	2/8/2022	97/258,741	9/27/2022	6,859,496
GUMDROP 	Pending	US	8/22/2023	98/145,329		
GUMDROP	Registered	US	1/6/2023	97/744,415	8/22/2023	7,147,281
HEREAFTER	Registered	US	10/21/2020	90/269,359	8/23/2022	6,828,560
ILOVEPLUM	Pending	US	11/2/2017	87/669,133		
JACK ARCHER	Registered	US	3/15/2021	90/580,729	2/8/2022	6,637,629
LIVEWELL (stylized) 	Pending	US	1/18/2022	97/226,220		
M MOMMA'S SHOP (design)  MOMMA'S SHOP	Registered	US	11/16/2020	90/321,649	6/29/2021	6,403,557
MAHALO	Pending	US	4/12/2022	97/358,435		
MOMMA'S SHOP	Registered	US	10/7/2020	90/240,040	4/5/2022	6,695,898
NECKLOW	Pending	US	9/29/2021	97/050,946		
NINE MONTHS SOBER	Registered	US	10/5/2021	97/059,836	4/25/2023	7,034,077
ROAD ARMOR (design) 	Registered	US	5/29/2020	88/939,286	9/21/2021	6,494,421
SEAL OF THE SUTRO - SAN FRANCISCO (design) 	Registered	US	9/19/2011	85/425,695	11/27/2012	4,248,571
SPINDLE 	Registered	US	3/7/2018	87/823,987	10/30/2018	5,594,933
STEMScope	Registered	US	10/12/2021	97/070,978	9/27/2022	6,859,205
SUTRO	Registered	US	1/18/2022	97/226,217	1/16/2024	7,280,252
SWEATFLOW	Registered	US	7/10/2020	90/046,707	2/16/2021	6,271,087
THE STEMKIDS (design) 	Registered	US	8/25/2021	90/901,878	3/28/2023	7,009,295
TUSKI	Pending	US	5/4/2022	79/342,525		

Mark Name	Status	Country	Filed Date	Appl. No.	Reg. Date	Reg. No.
W WEARVA (design) 	Registered	US	4/29/2021	90/680,837	2/7/2023	6,975,448
WEARVA	Registered	US	3/5/2021	90/563,784	1/18/2022	6,621,423
YOGASTE	Registered	US	6/22/2020	90/014,019	8/17/2021	6,457,328