

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI28898

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TA3, Inc.		02/14/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	LAGO INNOVATION FUND II, LLC		
<b>Street Address:</b>	3575 Piedmont Rd Bldg 15 Ste 730		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30305		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97559046	THE ULTIMATE POWERSUIT	
<b>Serial Number:</b>	97496147	MEGA SCULPTING FASHION	
<b>Serial Number:</b>	97559042	SUPERPOWER SUIT	
<b>Serial Number:</b>	97559024	LET US DO THE HEAVY LIFTING	
<b>Serial Number:</b>	97559017	LET THE SUIT DO THE WORK	
<b>Serial Number:</b>	97557347	CONFIDENCE BOOSTING SUIT	
<b>Serial Number:</b>	97496151	SNATCHTASTIC	
<b>Serial Number:</b>	97496149	SHAPEWEAR 3.0 THE FUTURE OF SHAPEWEAR	
<b>Serial Number:</b>	97496142	BUILT IN FOR THE WIN	
<b>Serial Number:</b>	97496148	MEGA SCULPTING SUITS	
<b>Serial Number:</b>	87929874	TA3	
<b>Serial Number:</b>	98025914	WAIST3D	
<b>Serial Number:</b>	98035731	MEGA SCULPTING ESSENTIALS	
<b>Serial Number:</b>	98090039	PLUNGEY	
<b>Serial Number:</b>	98090045	SQUAREY	
<b>Serial Number:</b>	98090052	LACEY	
<b>Serial Number:</b>	98090058	SURFY	
<b>Serial Number:</b>	98090065	PUSHY	
<b>Serial Number:</b>	98090066	BUSTY	

OP \$665.00.00 97559046

Property Type	Number	Word Mark
Serial Number:	98090068	ZIPPY
Serial Number:	98090076	ONE SIDEY
Serial Number:	98090079	SWIMMY
Serial Number:	98090085	OFFY
Serial Number:	98090090	CREWY
Serial Number:	98090096	SKIRTY
Serial Number:	98090101	MAXY

#### CORRESPONDENCE DATA

##### Fax Number:

*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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: khadijah sampson

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 4: Washington , DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2266165 ks
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	02/15/2024

#### Total Attachments: 7

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of February 14, 2024 (the "**Agreement**") between **LAGO INNOVATION FUND II, LLC**, a Delaware limited liability company, as collateral agent for the Lenders (in such capacity, "**Agent**") and **TA3, INC.**, a Delaware corporation ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of February 14, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among Grantor, certain lenders from time to time party thereto (collectively, the "**Lenders**"), and Agent, as administrative agent and collateral agent for the Lenders. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Agent a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property:

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.


The rights and remedies of Agent with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.

*[signatures on following page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**TA3, INC.,**  
a Delaware corporation

DocuSigned by:  
  
By: CC12076EEDAD44A...

Name: Leila Shams

Title: Chief Executive Officer

Address for Notices:

TA3, INC.  
1370 N. St Andrews Place  
Los Angeles, CA 90028  
Attn: Carly Wilson  
Email: carly@ta3swim.com

**AGENT:**

**LAGO INNOVATION FUND II, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Heather La Freniere

Title: Managing Member

Address for Notices:

LAGO INNOVATION FUND II, LLC  
c/o BIP Capital  
3575 Piedmont Road, Building 15, Suite 730  
Atlanta GA, 30305  
Attn: Heather La Freniere  
Email: heather@lagoinnovation.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**TA3, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: Leila Shams

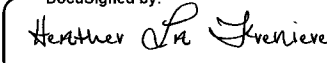
Title: Chief Executive Officer

Address for Notices:

TA3, INC.  
1370 N. St Andrews Place  
Los Angeles, CA 90028  
Attn: Carly Wilson  
Email: carly@ta3swim.com

**AGENT:**

**LAGO INNOVATION FUND II, LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_  
C423528BD06E416...

Name: Heather La Freniere

Title: Managing Member

Address for Notices:

LAGO INNOVATION FUND II, LLC  
c/o BIP Capital  
3575 Piedmont Road, Building 15, Suite 730  
Atlanta GA, 30305  
Attn: Heather La Freniere  
Email: heather@lagoinnovation.com

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist ☒

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist ☐

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Application/Registration Date:</u>
THE ULTIMATE POWERSUIT	97559046	7290537	January 23, 2024
MEGA SCULPTING FASHION	97/496,147	N/A	July 10, 2022
SUPERPOWER SUIT	97/559,042	N/A	August 22, 2022
LET US DO THE HEAVY LIFTING	97/559,024	N/A	August 22, 2022
LET THE SUIT DO THE WORK	97/559,017	N/A	August 22, 2022
CONFIDENCE BOOSTING SUIT	97/557,347	N/A	August 21, 2022
SNATCHTASTIC	97/496,151	N/A	July 10, 2022
SHAPEWEAR 3.0 THE FUTURE OF SHAPEWEAR	97/496,149	N/A	July 10, 2022
BUILT IN FOR THE WIN	97/496,142	N/A	July 10, 2022
MEGA SCULPTING SUITS	97/496,148	N/A	July 10, 2022
TA3	87929874	5,852,697	September 3, 2019
WAIST3D	98/025,914	N/A	June 2, 2023
MEGA SCULPTING ESSENTIALS	98/035,731	N/A	June 9, 2023
PLUNGEY	98/090,039	N/A	July 18, 2023
SQUAREY	98/090,045	N/A	July 18, 2023

LACEY	98/090,052	N/A	July 18, 2023
SURFY	98/090,058	N/A	July 18, 2023
PUSHY	98/090,065	N/A	July 18, 2023
BUSTY	98/090,066	N/A	July 18, 2023
ZIPPY	98/090,068	N/A	July 18, 2023
ONE SIDEY	98/090,076	N/A	July 18, 2023
SWIMMY	98/090,079	N/A	July 18, 2023
OFFY	98/090,085	N/A	July 18, 2023
CREWY	98/090,090	N/A	July 18, 2023
SKIRTY	98/090,096	N/A	July 18, 2023
MAXY	98/090,101	N/A	July 18, 2023



**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist ☐

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Application Date:</u>
BODY SCULPTING GARMENT	N/A	17/736,969	5/4/2022
BODY SCULPTING GARMENT	N/A	18/178,494	3/3/2023