

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: TMI30314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 1 to Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OOFOS, INC.		02/15/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	M&T BANK		
Street Address:	One M&T Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Other: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	98069611	OOCANDOO	
Serial Number:	98069613	OOCLOOG	
Serial Number:	98069614	OOLALA	
Serial Number:	98069615	OOMECA	
Serial Number:	98069616	OOCOOZIE	
Serial Number:	98069609	OOAHH	
Serial Number:	98388061	RECOVERY STARTS HERE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2269862 JM		
NAME OF SUBMITTER:	Andrew Hackett		

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SIGNATURE:	Andrew Hackett
DATE SIGNED:	02/15/2024
Total Attachments: 4 source=Supplement No. 1 to A_R Intellectual Property Security Agreement - Oofos(1607011031.1)#page1.tif source=Supplement No. 1 to A_R Intellectual Property Security Agreement - Oofos(1607011031.1)#page2.tif source=Supplement No. 1 to A_R Intellectual Property Security Agreement - Oofos(1607011031.1)#page3.tif source=Supplement No. 1 to A_R Intellectual Property Security Agreement - Oofos(1607011031.1)#page4.tif	

**SUPPLEMENT NO. 1 TO AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Supplement No. 1 to Amended and Restated Intellectual Property Security Agreement (this “***Supplement No. 1***”) is made as of the 15th day of February, 2024, by and between (a) **M&T BANK**, a New York banking corporation (the “***Bank***”), and (b) **OOFOS, INC.**, a Delaware corporation (the “***Grantor***”).

WHEREAS, the Grantor executed and delivered to the Bank an Amended and Restated Intellectual Property Security Agreement dated as of May 2, 2022 (as amended and of record from time to time hereinafter, the “***Grant***”) in favor of the Bank, pursuant to which the Grantor granted a security interest in certain Intellectual Property Collateral (as defined therein).

WHEREAS, the Grant was recorded on May 4, 2022 at Reel 7711, Frame 0833 in the Trademark division of the U.S. Patent and Trademark Office;

WHEREAS the Grantor desires to confirm the grant of a security interests in certain additional Intellectual Property Collateral in favor of the Bank.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Exhibits C. Exhibit C to the Grant is hereby supplemented, but not replaced, by Exhibit C-1, annexed hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect.
 - b. This Supplement No. 1 covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Supplement No. 1 as of the date first written above.

GRANTOR:

OOFOS, INC.

By: Thomas Carlo
Name: Thomas Carlo
Title: CEO

[Signature page to Supplement No. 1 to A&R Intellectual Property Security Agreement]

EXHIBIT C-1

Trademarks

	<u>Title</u>	<u>Jurisdiction</u>	Serial No. / Reg No	Serial No. date / Reg No. date
1.	OOFOS (Chinese-character equivalent mark)	China	67541933	9/30/2022
2.	OOCANDOO	United States	98069611	7/3/2023
3.	OOCANDOO	China	1749570	8/4/2023
4.	OOCANDOO	International Registration- Madrid Protocol Only	1749570	8/4/2023
5.	OOCLOOG	United States	98069613	7/3/2023
6.	OOCLOOG	China	1749571	8/4/2023
7.	OOCLOOG	International Registration- Madrid Protocol Only	1749571	8/4/2023
8.	OOLALA	United States	98069614	7/3/2023
9.	OOLALA	China	1749573	8/4/2023
10.	OOLALA	International Registration- Madrid Protocol Only	1749573	8/4/2023
11.	OOMEGA	United States	98069615	7/3/2023
12.	OOMEGA	China	1749568	8/4/2023
13.	OOMEGA	International Registration- Madrid Protocol Only	1749568	8/4/2023
14.	OOCOOZIE	United States	98069616	7/3/2023

	<u>Title</u>	<u>Jurisdiction</u>	Serial No. / Reg No	Serial No. date / Reg No. date
15.	OOCOOZIE	China	1749572	8/4/2023
16.	OOCOOZIE	International Registration- Madrid Protocol Only	1749572	8/4/2023
17.	OOAHH	United States	98069609	7/3/2023
18.	OOAHH	China	1749574	8/4/2023
19.	OOAHH	International Registration- Madrid Protocol Only	1749574	8/4/2023
20.	OOAHH (Second Generation)	China	A0142810	1/2/2024
21.	OOAHH (Second Generation)	International Registration- Madrid Protocol Only	A0142810	1/2/2024
22.	RECOVERY STARTS HERE	United States	98388061	2/2/2024

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