

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI35846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chiwich Holdings I, LLC		02/09/2024	Limited Liability Company: DELAWARE
Chiwich Holdings II, LLC		02/09/2024	Limited Liability Company: DELAWARE
Chiwich Holdings III, LLC		02/09/2024	Limited Liability Company: DELAWARE
Chiwich Holdings IV, LLC		02/09/2024	Limited Liability Company: DELAWARE
Chiwich Holdings V, LLC		02/09/2024	Limited Liability Company: DELAWARE
FE Active LLC		02/09/2024	Limited Liability Company: WASHINGTON
Profound Aces, LLC		02/09/2024	Limited Liability Company: TEXAS
Profound Color, LLC		02/09/2024	Limited Liability Company: TEXAS
Profound Eco LLC		02/09/2024	Limited Liability Company: TEXAS
Profound Hawk LLC		02/09/2024	Limited Liability Company: TEXAS
Profound Health, LLC		02/09/2024	Limited Liability Company: TEXAS
Profound Hudson, LLC		02/09/2024	Limited Liability Company: TEXAS
Profound Kenko, LLC		02/09/2024	Limited Liability Company: TEXAS
Profound Lostro LLC		02/09/2024	Limited Liability Company: TEXAS
Profound Retail, LLC		02/09/2024	Limited Liability Company: TEXAS
Slab, LLC		02/09/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Westmount Group LLC		
Street Address:	1330 Avenue of the Americas, Suite 8C		
City:	New York		
		TRADEMARK	

State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	5419389	AMAZIN' ACES
Registration Number:	5152095	COLORIT
Registration Number:	5593532	FE ACTIVE
Registration Number:	5811541	ECOTEK PROTECTORS
Registration Number:	5377296	PATIENT AID
Registration Number:	5145835	HUDSON DURABLE GOODS
Registration Number:	6722438	LOSTRONAUT
Registration Number:	5887138	LOSTRONAUT
Serial Number:	97026944	PATIENT AID
Serial Number:	97794794	KENKO BACK
Serial Number:	98092464	NECK CLOUD
Serial Number:	90144475	HAWK
Serial Number:	88380071	HAWK SPORTS
Serial Number:	88577186	HAWK
Serial Number:	88393662	HAWK JIU JITSU
Registration Number:	5902198	HWK MOTORSPORTS APPAREL
Registration Number:	6002468	HWK
Registration Number:	6020353	NOMSUM
Registration Number:	6265365	NOMSUM
Registration Number:	5796101	GNO
Registration Number:	4686059	GET THE GAMES OUT
Registration Number:	5705139	GNO SOLUTIONS
Registration Number:	5805917	GNO WELL BEING
Registration Number:	6094786	GREENZLA
Registration Number:	5953848	GREENZLA
Registration Number:	7214609	GREENZLA
Registration Number:	6106106	YARNA
Registration Number:	6150902	STORAGELAB

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 6175232700

Email: susan.dinicola@hklaw.com,fan.yang@hklaw.com
Correspondent Name: Susan C. DiNicola
Address Line 1: Holland & Knight LLP
Address Line 2: 10 St. James Avenue
Address Line 4: Boston , MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER: 157322.00015

NAME OF SUBMITTER: Susan DiNicola

SIGNATURE: Susan DiNicola

DATE SIGNED: 02/19/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 9, 2024, is made by each entity listed on the signature pages hereof ("Grantor"), in favor of WESTMOUNT GROUP LLC, a Delaware limited liability company, as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, (a) SUMA BRANDS FUNDING I, LLC, a Delaware limited liability company ("Suma Funding"), (b) D1 BRANDS, INC., a Delaware corporation ("D1"), (c) PROFOUND COMMERCE, INC., a Delaware corporation ("Profound"), and together with Suma Funding and D1, the "Companies") (d) SUMA BRANDS, INC., a Delaware corporation ("Parent"), (e) the Lenders party thereto from time to time, and (f) WESTMOUNT GROUP LLC, as Administrative Agent for the Lenders (in such capacity, "Administrative Agent") and Collateral Agent have entered into that Credit Agreement, dated as of May 13, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantor is party to a Security Agreement dated as of May 13, 2021, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Companies thereunder, Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks providing for the grant by or to Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

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 Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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 conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), 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.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF. In addition, the provisions of Section 5.09 and 5.10 of the Security Agreement are incorporated herein by reference, mutatis mutandis.

[SIGNATURE PAGES FOLLOW]

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

CHIWICH HOLDINGS I, LLC
CHIWICH HOLDINGS II, LLC
CHIWICH HOLDINGS III, LLC
CHIWICH HOLDINGS IV, LLC
CHIWICH HOLDINGS V, LLC
FE ACTIVE LLC
PROFOUND ACES, LLC
PROFOUND COLOR, LLC
PROFOUND ECO LLC
PROFOUND HAWK LLC
PROFOUND HEALTH, LLC
PROFOUND HUDSON, LLC
PROFOUND KENKO, LLC
PROFOUND LOSTRO LLC
PROFOUND RETAIL, LLC
SLAB, LLC,
each as a Grantor

DocuSigned by:
Matthew Salzberg
By: _____
Name: Matthew Salzberg
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Owner	Mark	Country	Filing Date	Serial #	Registration #	Registration Date
Profound Aces, LLC	AMAZIN' ACES	United States	12/18/2016	87/272,554	5,419,389	03/06/2018
Profound Color, LLC	COLORIT	United States	09/28/2015	86/770,128	5,152,095	02/28/2017
FE Active, LLC	FE ACTIVE	United States	10/11/2017	87/640,881	5,593,532	10/30/2018
Profound Eco, LLC	ECOTEK PROTECTORS	United States	11/27/2018	88/206,459	5,811,541	07/23/2019
Profound Hawk, LLC	HAWK FITNESS	United States	09/01/2022	97/575,809		
Profound Health, LLC	PATIENT AID	United States	08/03/2017	87/553,616	5,377,296	01/09/2018
Profound Health, LLC	PATIENT AID	United States	09/14/2021	97/026944		
Profound Hudson, LLC	HUDSON DURABLE GOODS	United States	07/07/2016	87/095,655	5,145,835	02/21/2017
Profound Hudson, LLC	HUDSON DURABLE GOODS	United States	02/17/2020	88/799,705		
Profound Lostro, LLC	LOSTRONAUT	United States	05/04/2021	90/690,439	6,722,438	05/24/2022
Profound Lostro, LLC	LOSTRONAUT	United States	02/21/2019	88/310,067	5,887,138	10/15/2019

Profound Kenko, LLC	KENKO BACK	United States	02/14/2023	97/794794		
Profound Kenko, LLC	NECK CLOUD	United States	07/19/2023	98/092464		
Ortid, LLC	HWK MOTORSPORTS	United States	04/19/2019	88/393712	5,902,198	11/05/2019
Ortid, LLC	HWK	United States	08/13/2019	88/577158	6,002,468	03/03/2020
Ortid, LLC	HAWK	United States	08/28/2020	90/144475		
Ortid, LLC	HAWK SPORTS	United States	04/10/2019	88/380071		
Ortid, LLC	HAWK	United States	08/13/2019	88/577186		
Ortid, LLC	HAWK JIU JITSU	United States	04/19/2019	88/393662		
Chiwich Holdings I, LLC	NOMSUM	United States	04/10/2019	88/378976	6,020,353	03/24/2020
Chiwich Holdings I, LLC	NOMSUM	United States	07/07/2020	90/038795	6,265,365	02/09/2021
Chiwich Holdings II, LLC	GET THE GAMES OUT	United States	02/05/2014	86/975914	4686059	02/10/2015
Chiwich Holdings III, LLC	GNO	United States	10/04/2018	88/142,446	5,796,101	07/02/2019

Chiwich Holdings III, LLC	GNO SOLUTIONS	United States	04/29/2018	87/899,159	5,705,139	03/19/2019
Chiwich Holdings III, LLC	GNO WELL BEING	United States	12/24/2018	88/240,654	5,805,917	07/16/2019
Chiwich Holdings III, LLC	GREENZLA	United States	12/03/2019	88/712,827	6,094,786	07/07/2020
Chiwich Holdings III, LLC	GREENZLA	United States	06/04/2019	88/458,116	5,953,848	01/07/2020
Chiwich Holdings III, LLC	GREENZLA	United States	03/22/2022	97/324,162	7214609	11/07/2023
Chiwich Holdings V, LLC	YARNA	United States	12/06/2019	88/718,394	6,106,106	07/21/2020
SLAB, LLC	STORAGELAB	United States	08/21/2019	88/586,493	6,150,902	09/15/2020