

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: TMI61992

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Base4 Ventures, LLC		02/29/2024	Limited Liability Company: TEXAS
Excite USA, LLC		02/29/2024	Limited Liability Company: TEXAS
Progressive International Corporation		02/29/2024	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Company Name:</b>	Alter Domus (US) LLC, as Administrative Agent
<b>Street Address:</b>	225 W Washington Street   9th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 36**

Property Type	Number	Word Mark
Registration Number:	1387633	EXCITE
Registration Number:	1442932	EXCITE
Registration Number:	1443375	EXCITE
Registration Number:	1955619	PROGRESSIVE INTERNATIONAL
Registration Number:	1984140	WATER WONDERS
Registration Number:	2226285	EXCITE
Registration Number:	3071904	PROGRESSIVE
Registration Number:	3071905	PROGRESSIVE
Registration Number:	3163068	BASE4
Registration Number:	3333157	EXCITE
Registration Number:	3333780	MIRACLEWARE
Registration Number:	3337485	P
Registration Number:	4161988	WEDGE AND POP
Registration Number:	4234656	SMART SLICE
Registration Number:	4306921	GARLIQ

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Property Type	Number	Word Mark
Registration Number:	4364235	KNIFEDOCK
Registration Number:	4489283	PREPWORKS
Registration Number:	4543829	PREPSOLUTIONS
Registration Number:	4717722	THINSTORE
Registration Number:	4724136	PL8
Registration Number:	4728851	ZIP SLICER
Registration Number:	4760627	PL8
Registration Number:	4896336	HEADS-UP
Registration Number:	4902515	PREP SOLUTIONS
Registration Number:	4914909	MIRACLEWARE
Registration Number:	4924143	PROKEEPER
Registration Number:	5454839	SNAPLOCK BY PROGRESSIVE
Registration Number:	5455253	TRUEBALANCE
Registration Number:	5514432	SNAPLOCK BY PROGRESSIVE
Registration Number:	5735700	STORAGE TECHNOLOGIES
Registration Number:	5778846	IGNITE
Registration Number:	5910325	POCKET GIANTS
Registration Number:	5929801	GROOVI BEAUTY
Registration Number:	5929803	IGNITE SEAR-IOUSLY GOOD GRILLING
Registration Number:	6097968	TRUECHALLENGE
Registration Number:	6860776	VALENCIA EZ JUICE

**CORRESPONDENCE DATA**

**Fax Number:** 4045725100

*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:** 4045723428

**Email:** AAmicoOlchaskey@KSLAW.com

**Correspondent Name:** Angela Amico Olchaskey

**Address Line 1:** 1180 Peachtree Street, NE | Suite 1600

**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	02176.515061
<b>NAME OF SUBMITTER:</b>	Angela Olchaskey
<b>SIGNATURE:</b>	Angela Olchaskey
<b>DATE SIGNED:</b>	02/29/2024

**Total Attachments: 9**

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## **TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement is made as of February 29, 2024 (the "Agreement"), by and between Base4 Ventures, LLC, a Texas limited liability company, Excite USA, LLC, a Texas limited liability company and Progressive International Corporation, a Delaware corporation (each a "Grantor" and collectively, the "Grantors"), and ALTER DOMUS (US) LLC, in its capacity as Administrative Agent for the Secured Parties (together with its successors and assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (defined below).

WHEREAS, Grantors and Grantee have entered into a Pledge and Security Agreement, dated January 23, 2023 (as supplemented by the Security Agreement Supplement, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement"), pursuant to which Grantors have granted Grantee a security interest in the Collateral for the benefit of the Secured Parties;

WHEREAS, each Grantor is the owner of such Grantor's respective trademark registrations and respective applications for trademark registrations listed on the attached Schedule A (the "Trademarks"); and

WHEREAS, Grantors and Grantee wish to enter this Trademark Security Agreement in conjunction with the security interest in the Collateral granted by Grantors to Grantee for the benefit of the Secured Parties under the Pledge and Security Agreement.

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, each Grantor and Grantee hereby agree that:

1. Such Grantor hereby pledges and grants to Grantee for the benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in and to (a) the Trademarks, (b) all extensions, modifications and renewals thereof, (c) all goodwill of such Grantor's business symbolized by the foregoing or associated therewith, and (d) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "Trademark Collateral") solely for the purpose of securing such Grantor's payment, performance and observance of the Secured Obligations pursuant to and under the Pledge and Security Agreement. This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

2. Such Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral (including the Trademark Collateral) are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

3. Upon the Payment in Full of the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), Grantee shall promptly execute, acknowledge and deliver to such Grantor an instrument

in writing in recordable form and reasonably acceptable to such Grantor releasing the security interest in the Trademark Collateral granted under this Trademark Security Agreement.

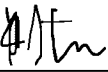
4. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

5. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, each Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

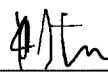
**BASE4 VENTURES, LLC**, as a Grantor

By: 

\_\_\_\_\_  
Name: Ivan Stein

Title: Chief Executive Officer

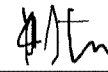
**EXCITE USA, LLC**, as a Grantor

By: 

\_\_\_\_\_  
Name: Ivan Stein

Title: Chief Executive Officer

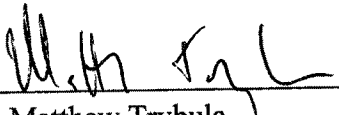
**PROGRESSIVE INTERNATIONAL  
CORPORATION**, as a Grantor

By: 

\_\_\_\_\_  
Name: Ivan Stein

Title: Chief Executive Officer

ALTER DOMUS (US) LLC,  
as Administrative Agent

By:   
Name: Matthew Trybula  
Title: Associate Counsel

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

**Trademark Registrations and Applications:**

<b>Trademark</b>	<b>Owner</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>
KNIFEDOCK	BASE4 Ventures, LLC	United States	4364235	7/9/2013
IGNITE SEAR- IOUSLY GOOD GRILLING	BASE4 Ventures, LLC	United States	5929803	12/10/2019
STORAGE TECHNOLOGIES	BASE4 Ventures, LLC	United States	5735700	4/23/2019
IGNITE	BASE4 Ventures, LLC	United States	5778846	6/18/2019
GROOVI BEAUTY	BASE4 Ventures, LLC	United States	5929801	12/10/2019
BASE4	BASE4 Ventures, LLC	United States	3163068	10/24/2006
TRUECHALLENGE	Excite USA, LLC	United States	6097968	7/7/2020
POCKET GIANTS	Excite USA, LLC	United States	5910325	11/12/2019
TRUEBALANCE	Excite USA, LLC	United States	5455253	4/24/2018
EXCITE	Excite USA, LLC	United States	3333157	11/13/2007
EXCITE	Excite USA, LLC	United States	2226285	2/23/1999
EXCITE	Excite USA, LLC	United States	1442932	6/16/1987
EXCITE	Excite USA, LLC	United States	1443375	6/16/1987
EXCITE	Excite USA, LLC	United States	1387633	3/25/1986



<b>Trademark</b>	<b>Owner</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>
WATER WONDERS	Excite USA, LLC	United States	1984140	7/2/1996
VALENCIA EZ JUICE	Progressive International Corporation	United States	6860776	9/27/2022
SNAPLOCK BY PROGRESSIVE	Progressive International Corporation	United States	5454839	4/24/2018
SNAPLOCK BY PROGRESSIVE	Progressive International Corporation	United States	514432	7/10/2018
VALENCIA EZ JUICE	Progressive International Corporation	United States	6860776	9/27/2022
SNAPLOCK BY PROGRESSIVE	Progressive International Corporation	United States	5454839	4/24/2018
SNAPLOCK BY PROGRESSIVE	Progressive International Corporation	United States	514432	7/10/2018
PROKEEPER	Progressive International Corporation	United States	4924143	3/22/2016
MIRACLEWARE	Progressive International Corporation	United States	4914909	3/8/2016

<b>Trademark</b>	<b>Owner</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>
HEADS-UP	Progressive International Corporation	United States	4896336	2/2/2016
PREP SOLUTIONS	Progressive International Corporation	United States	4902515	2/16/2016
ZIP SLICER	Progressive International Corporation	United States	4728851	4/28/2015
THINSTORE	Progressive International Corporation	United States	4717722	4/7/2015
PREPWORKS	Progressive International Corporation	United States	4489283	2/25/2014
PL8	Progressive International Corporation	United States	4760627	6/23/2015
PL8	Progressive International Corporation	United States	4724136	4/21/2015
GARLIQ	Progressive International Corporation	United States	4306921	3/19/2013
PREPSOLUTIONS	Progressive International Corporation	United States	4543829	6/3/2014

<b>Trademark</b>	<b>Owner</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>
WEDGE AND POP	Progressive International Corporation	United States	4161988	6/19/2012
SMART SLICE	Progressive International Corporation	United States	4234656	10/30/2012
MIRACLEWARE	Progressive International Corporation	United States	3333780	11/13/2007
PROGRESSIVE	Progressive International Corporation	United States	3071904	3/21/2006
PROGRESSIVE	Progressive International Corporation	United States	3071905	3/21/2006
P	Progressive International Corporation	United States	3337485	11/13/2007
Progressive International	Progressive International Corporation	United States	1955619	2/13/1996

None.

**Pending Registrations and Applications for Trademarks:**