

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI85627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RISE BRANDS INC.		03/08/2024	Corporation: OHIO
RECEIVING PARTY DATA			
Company Name:	THE HUNTINGTON NATIONAL BANK		
Street Address:	41 South High Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5574163	RISE BRANDS	
Registration Number:	5574158	RISE BRANDS	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	2024678800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@VORYS		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	007589-74		
NAME OF SUBMITTER:	JULIE PIANTANIDA		
SIGNATURE:	JULIE PIANTANIDA		
DATE SIGNED:	03/12/2024		
Total Attachments: 5			
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ACKNOWLEDGEMENT OF SECURITY INTEREST
IN TRADEMARKS

THIS ACKNOWLEDGEMENT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of March 8, 2024, is made by RISE BRANDS INC., an Ohio corporation (the "Grantor"), in favor of THE HUNTINGTON NATIONAL BANK (the "Lender").

WITNESSETH:

WHEREAS, Grantor entered into that certain Security Agreement, dated as of March 8, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, certain affiliates of the Grantor and the Lender; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Lender a security interest in the Grantor's Intellectual Property (as defined in the Security Agreement), including, without limitation, Trademarks and Licenses (each as defined in the Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement, the Grantor granted to the Lender a security interest in all of the Trademarks and Licenses of the Grantor (including, without limitation, those items listed on Schedule A hereto), any and all goodwill associated therewith, and all proceeds and products of any and all of the Trademarks of the Grantor, to secure the payment and performance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g. "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first written above.


GRANTOR:

RISE BRANDS INC.

By: _____

Name: Troy Allen

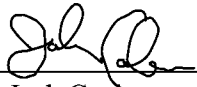
Title: President

A handwritten signature in black ink, appearing to read 'Troy Allen', written over a horizontal line.

[Signature Page to IP Security Agreement – Rise Brands]

LENDER:


THE HUNTINGTON NATIONAL BANK

By:  _____
Name: Josh Cochran
Title: Senior Vice President

SCHEDULE A

U.S. Trademarks

Registered Trademarks:

Grantor	Trademark	Reg. No.	Reg. Date
Rise Brands Inc.	 The logo consists of the word "RISE" in a large, bold, white, sans-serif font, centered within a black square. Below "RISE", the word "BRANDS" is written in a smaller, white, sans-serif font, also centered.	5574163	10/02/2018
Rise Brands Inc.	RISE BRANDS	5574158	10/02/2018