

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI102092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Third Pole, Inc.		03/18/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	American Money Management Corporation		
Street Address:	301 E 4th Street		
Internal Address:	Suite 27		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	97910795	ONCONOBLE	
Serial Number:	97910826	TONOBLE	
Serial Number:	97910818	CHEMONOBLE	
Serial Number:	97910805	EPINOBLE	
Serial Number:	97910784	ARNOBLE	
Serial Number:	97910780	VASONOBLE	
Serial Number:	97910772	NOBLECARE	
Serial Number:	97910766	NOBLE	
Serial Number:	97642095	THIRD POLE	
Serial Number:	90801192	ENOFIT	
Serial Number:	90801184	ENOCARE	
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:	5135796437		
Email:	kbrooks@kmklaw.com		
Correspondent Name:	Kennedy Brooks		
Address Line 1:	1 E 4th Street		

OP \$290.00.00 97910795

Address Line 2: Suite 1400
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER: KENNEDY BROOKS

SIGNATURE: KENNEDY BROOKS

DATE SIGNED: 03/18/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 18, 2024 (as amended, restated, supplemented or otherwise modified, this “Agreement”), by and between Third Pole, Inc., a Delaware corporation (the “Grantor”) and American Money Management Corp., an Ohio corporation, as administrative agent and collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”).

A. Reference is made to (i) the Note and Warrant Purchase Agreement, dated as of March 18, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), by and among Third Pole, Inc., a Delaware corporation (the “Company”) and the persons and entities party thereto as purchasers (the “Purchasers”), and (ii) the Security and Pledge Agreement, dated as of March 18, 2024, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

B. Pursuant to the terms and conditions of the Purchase Agreement, the Purchasers have agreed to make certain loans to the Company, and Company has agreed to issue those certain Secured Convertible Promissory Notes (collectively, the “Notes”) to the Purchasers.

C. The obligation of the Purchasers to make the loans and accept the Notes is conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Purchasers, a security interest in, all such Grantor’s right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL’s), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the “Trademarks”);

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

- (e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding anything to the contrary contained in this Section 2, the security interests granted under this Agreement shall not extend to, and the Trademark Collateral shall not include, any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable Law; provided that upon submission to and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or a statement of use pursuant to 15 U.S.C. Section 1051(d) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. 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.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

THIRD POLE, INC.

By: *Basil Athenson*
Name: Basil Athenson
Title: Chief Executive Officer

**AMERICAN MONEY MANAGEMENT
CORP., as Administrative Agent**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

THIRD POLE, INC.

By: _____
Name: Basil Athenson
Title: Chief Executive Officer

**AMERICAN MONEY MANAGEMENT
CORP., as Administrative Agent**

By: _____
Name: John S. Fronduti
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I

TRADEMARKS

Trademark	Country	Serial Number	Registration Number
ONCONOBLE	United States	97/910,795	
TONOBLE	United States	97/910,826	
CHEMONOBLE	United States	97/910,818	
EPINOBLE	United States	97/910,805	
ARNOBLE	United States	97/910,784	
VASONOBLE	United States	97/910,780	
NOBLECARE	United States	97/910,772	
NOBLE	United States	97/910,766	
THIRD POLE	United States	97/642,095	
ENOFIT	United States	90/801,192	
ENOCARE	United States	90/801,184	
THIRD POLE	United Kingdom	UK00918147328	UK00918147328
THIRD POLE	European Union	018147328	018147328