

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI105215

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rescue Holdings, Inc.		01/02/2024	Corporation: CALIFORNIA
Rescue Agency Public Benefit, LLC		01/02/2024	Limited Liability Company: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	401 B Street, Suite 2201		
<b>Internal Address:</b>	MAC E2901-220		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	19107		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5942436	PEOPLE'S OPIOID PROJECT	
<b>Registration Number:</b>	6212011	BEHIND THE HAZE	
<b>Registration Number:</b>	5772779	I-BASE SURVEY	
<b>Registration Number:</b>	4325519	HAVOC	
<b>Registration Number:</b>	4325520	COMMUNE	
<b>Registration Number:</b>	4325521	EVOLVEMENT	
<b>Registration Number:</b>	3081874	SOCIAL BRANDING	
<b>Registration Number:</b>	4325518	BLACKLIST	
<b>Registration Number:</b>	4575619	DOWN AND DIRTY	
<b>Registration Number:</b>	4576000	FRESH SOCIETY	
<b>Registration Number:</b>	5478314	RESCUE	
<b>Registration Number:</b>	5478311	RESCUE AGENCY	
<b>Registration Number:</b>	5478312	RESCUE THE BEHAVIOR CHANGE AGENCY	
<b>Registration Number:</b>	5478313	RESCUE THE BEHAVIOR CHANGE AGENCY	
<b>Registration Number:</b>	6719481	QUIT THE HIT	
<b>Registration Number:</b>	6649686	QUIT THE HIT	
<b>Registration Number:</b>	6649868	POLICY 360	

OP \$565.00.00 88414935

Property Type	Number	Word Mark
Registration Number:	6649875	PEER SCIENCE
Registration Number:	6841912	DECISION BLOCKS
Serial Number:	97442107	LACED & LETHAL
Serial Number:	97776848	THE FENTANYL EFFECT
Serial Number:	98071298	THE FENTANYL EFFECT

**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,cynthia.duntz@hklaw.com

Correspondent Name: Susan C DiNicola

Address Line 1: 10 St. James Avenue

Address Line 4: Boston , MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	580120.01916
NAME OF SUBMITTER:	Susan DiNicola
SIGNATURE:	Susan DiNicola
DATE SIGNED:	03/19/2024

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 2, 2024 (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, this "Trademark Security Agreement"), is by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo" or "Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the "Credit Agreement") by and among Rescue Holdings, Inc., a California corporation, and certain of its affiliates (collectively "Borrower") and the Lender, the Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented, extended or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the obligations secured pursuant to the Security Agreement thereto ("Secured Obligations"), a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

all of its Trademarks (with the exception of Trademark applications filed on an intent-to-use basis for which no statement of use or amendment to allege use has been filed) and Trademark Intellectual Property Licenses to which it is a party including, without limitation, those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any

Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under any debtor relief laws involving any Grantor.

4. SECURITY AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN THE CREDIT AGREEMENT OF EVEN DATE HERewith BETWEEN LENDER AND GRANTOR, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

*[Remainder of page intentionally left blank; signature page follows.]*

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

**GRANTORS:**

**RESCUE HOLDINGS, INC.**

By: 

Name: Jeffrey Jordan

Title: Chief Executive Officer

**RESCUE AGENCY PUBLIC BENEFIT, LLC**

By: 

Name: Kristin Carroll

Title: Chief Executive Officer

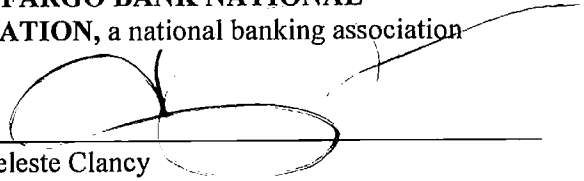
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008373 FRAME: 0435**

**LENDER:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK NATIONAL  
ASSOCIATION, a national banking association**

By:   
Name: Celeste Clancy  
Title: Senior Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
(excluding Trademark applications filed on an intent-to-use basis for which no statement of use  
or amendment to allege use has been filed)

**Trademark Registrations/Applications**

<u>Grantor</u>	<u>Trademark</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
Rescue Agency Public Benefit, LLC	People's Opioid Project	5942436	December 24, 2019
Rescue Agency Public Benefit, LLC	Behind The Haze	6212011	December 1, 2020
Rescue Agency Public Benefit, LLC	I-BASE Survey	5772779	June 11, 2019
	Havoc	4325519	April 23, 2013
Rescue Agency Public Benefit, LLC	Commune	4325520	Apr. 23, 2013
Rescue Agency Public Benefit, LLC	Evolvement	4325521	April 23, 2013
Rescue Agency Public Benefit, LLC	Social Branding	3081874	April 18, 2006
Rescue Agency Public Benefit, LLC	Blacklist	4325518	Apr. 23, 2013
Rescue Agency Public Benefit, LLC	Down & Dirty	4575619	July 29, 2014
	Fresh Society	4576000	July 29, 2014
Rescue Agency Public Benefit, LLC	Rescue	5478314	May 29, 2018

Rescue Agency Public Benefit, LLC	Rescue Agency	5478311	May 29, 2018
Rescue Agency Public Benefit, LLC	Rescue The Behavior Change Agency	5478312	May 29, 2018
Rescue Agency Public Benefit, LLC	Rescue The Behavior Change Agency	5478313	May 29, 2018
Rescue Agency Public Benefit, LLC	Quit the Hit	6719481	May 3, 2022
Rescue Agency Public Benefit, LLC	Quit the Hit	6649686	Feb. 22, 2022
Rescue Agency Public Benefit, LLC	Policy 360	6649868	Feb. 22, 2022
Rescue Agency Public Benefit, LLC	Peer Science	6649875	Feb. 22, 2022
Rescue Agency Public Benefit, LLC	Decision Blocks	6841912	Sept. 13, 2022
Rescue Agency Public Benefit, LLC	Laced and Lethal	97442107	Jun. 3, 2022
Rescue Agency Public Benefit, LLC	The Fentanyl Effect	97776848	Feb. 1, 2023
Rescue Agency Public Benefit, LLC	The Fentanyl Effect (Stylized/Design)	98071298	Jul. 5, 2023



**Trademark Licenses**

None.