

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598511

<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>
CRICKET VENTURES, LLC		09/15/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UPPER90 CAPITAL MANAGEMENT, LP		
<b>Street Address:</b>	114 West 26th Street, 5th Floor		
<b>Internal Address:</b>	Attn: Alex Urdea		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5892457	HONEYBIRD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155911400		
<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>			
<b>Phone:</b>	4155911000		
<b>Email:</b>	achan@winston.com		
<b>Correspondent Name:</b>	Becky L. Troutman, Esq.		
<b>Address Line 1:</b>	101 California St.		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	087445.00013		
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman		
<b>SIGNATURE:</b>	/Becky L. Troutman/		
<b>DATE SIGNED:</b>	09/18/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Security Instrument”) is made as of September 15, 2020, between CRICKET VENTURES LLC, a Delaware limited liability company (the “Grantor”) in favor of UPPER90 CAPITAL MANAGEMENT, LP, as Administrative Agent for itself and the Lenders (as defined below) (in such capacity, the “Administrative Agent”) (as defined in the Credit, Guarantee and Security Agreement referred to below).

### RECITALS:

WHEREAS, reference is made to that certain Credit, Guarantee and Security Agreement, dated as of the date first written above (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit, Guarantee and Security Agreement”), by and among Highfive Brands, Inc. (“Holdings”), the Grantor, certain other subsidiaries of Holdings party thereto as Loan Parties, the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent; and

WHEREAS, under the terms of the Credit, Guarantee and Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Credit, Guarantee and Security Agreement), including, without limitation, the Trademarks of the Grantor and (ii) agreed to execute this Security Instrument for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Administrative Agent agree as follows:

**Section 1.** Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under (i) all present and hereafter acquired United States, and foreign trademarks, trademark registrations, recordings, applications, tradenames, trade styles, corporate names, business names, service marks, logos and any other designs or sources of business identities, prints and labels (on which any of the foregoing may appear), all reissues and renewals thereof, and all registrations and applications for any of the foregoing including, but not limited to the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trademarks”).

**Section 2.** Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Security Instrument.

**Section 3.** 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 Security Instrument by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Security Instrument.

**Section 4.** Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Security

Instrument and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5.** Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Credit, Guarantee and Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit, Guarantee and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Security Instrument are in conflict with the Credit, Guarantee and Security Agreement, the provisions of the Credit, Guarantee and Security Agreement shall govern.

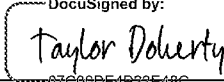
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**IN WITNESS WHEREOF**, the Grantor and the Administrative Agent have caused this Security Instrument to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**CRICKET VENTURES, LLC,**  
as the Grantor

By: Highfive Brands Operations, LLC, its Sole  
Member

By: Highfive Brands, Inc., its Sole Member

By:  \_\_\_\_\_  
Name: Taylor Doherty  
Title: Co-Chief Executive Officer

ACKNOWLEDGED AND AGREED TO BY:

**UPPER90 CAPITAL MANAGEMENT, LP,**

as Administrative Agent

DocuSigned by:



By: \_\_\_\_\_

Name: Alex Urdea

Title: Managing Partner

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations:

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>US Serial Number</u>	<u>Registration Date</u>
Cricket Ventures, LLC	"HONEYBIRD"	5892457	88031180	10/22/2019