

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM600020

<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>
Thirty Madison, Inc.		09/28/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	National Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88257093	CHILL BERRIES	
<b>Serial Number:</b>	88257089	EVENS	
<b>Serial Number:</b>	88809855	COVE BEAM	
<b>Serial Number:</b>	88777187		
<b>Serial Number:</b>	88145213	COVE	
<b>Serial Number:</b>	88257091	EVENS	
<b>Serial Number:</b>	88257086	EVENS	
<b>Serial Number:</b>	88257078	EVENS	
<b>Serial Number:</b>	88975254	COVE	
<b>Serial Number:</b>	88080530	KEEPS	
<b>Serial Number:</b>	87756167		
<b>Serial Number:</b>	87977178	KEEPS	
<b>Serial Number:</b>	87979971	KEEPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	5618595603		
<b>Email:</b>	tbinder@vlpawgroup.com		

OP \$340.00 88257093

**Correspondent Name:** Tatiana Binder  
**Address Line 1:** 305 Cambridge Drive  
**Address Line 4:** Lynchburg, VIRGINIA 24502

**NAME OF SUBMITTER:** Tatiana Binder

**SIGNATURE:** /TatianaBinder/

**DATE SIGNED:** 09/28/2020

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 28, 2020 by and between COMERICA BANK ("Bank") and Thirty Madison, Inc., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


Address of Grantor:

29 W. 30<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, NY 10001

Attn: General Counsel

GRANTOR:

Thirty Madison, Inc.

By:   
Name: Steven Gutentag  
Title: CEO

Address of Bank:

Comerica Bank  
M/C 7578  
39200 Six Mile Rd.  
Livonia, MI 48152  
Attn: National Documentation Services

BANK:

COMERICA BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

With a copy to:

Comerica Bank  
333 West Santa Clara Street, 5<sup>th</sup> Floor  
San Jose, CA 95113  
Attn: Adam Malek

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

29 W. 30<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, NY 10001

Attn: \_\_\_\_\_

GRANTOR:

Thirty Madison, Inc.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

Comerica Bank  
M/C 7578  
39200 Six Mile Rd.  
Livonia, MI 48152  
Attn: National Documentation Services

BANK:

COMERICA BANK

By: Adam Malek

Name: Adam Malek

Title: Vice President

With a copy to:

Comerica Bank  
333 West Santa Clara Street, 5<sup>th</sup> Floor  
San Jose, CA 95113  
Attn: Adam Malek

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
PJ character.	VA0002179261	11-08-2019

EXHIBIT B

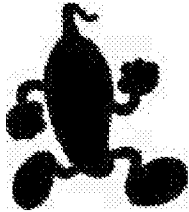
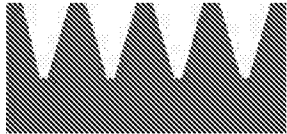
Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CHILL BERRIES	88257093	01/10/2019
EVENS	6066087 88257089	05/26/2020 01/10/2019
COVE BEAM	88809855	02/25/2020
	88777187	01/29/2020
COVE	88145213	10/05/2018
EVENS	5934380 88257091	12/10/2019 01/10/2019
EVENS	5934379 88257086	12/10/2019 01/10/2019
EVENS	5934378 88257078	12/10/2019 01/10/2019
COVE	5783778 88975254	06/18/2019 10/05/2018
KEEPS	5714175 88080530	04/02/2019 08/16/2018
	87756167	01/16/2018



KEEPS

87977178

06/20/2017

KEEPS

5717973  
87979971

04/02/2019  
06/20/2017