

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E-ALTERNATIVE SOLUTIONS, LLC		01/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HAY ISLAND HOLDING CORPORATION		
Street Address:	20 Thorndal Circle		
City:	Darien		
State/Country:	CONNECTICUT		
Postal Code:	06820		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5645344	LEAP	
Registration Number:	5927716	LEAP	
Registration Number:	5921946	LEAP GO	
Registration Number:	6048741	LEAP GO	
Registration Number:	5830434	VAPING FOR ADULTS	
Registration Number:	4858213	INFUSE	
Registration Number:	5503459	HYDRAVAPE	
Registration Number:	5492554	HYDRAVAPE TECHNOLOGY	
Registration Number:	5233508	AMARANTH	
Registration Number:	5156484	E-ALTERNATIVE SOLUTIONS	
Registration Number:	5083753	VAPING REBORN	
Registration Number:	4937553	LIQUID SOUL	
Registration Number:	4817911	TO NEW BEGINNINGS	
Registration Number:	4817868	UNHINGE THE ORDINARY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			

OP \$365.00 5645344

Phone: 800-713-0755
Email: james.murray@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Robin Riley

SIGNATURE: /Robin Riley/

DATE SIGNED: 02/03/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

(Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, **E-ALTERNATIVE SOLUTIONS, LLC**, a Delaware limited liability company (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, and Hay Island Holding Corporation, as Lender, are parties to a Demand Promissory Note dated as of January 1, 2021 (as amended, supplemented or otherwise modified from time to time, the "Grid Note"); and WHEREAS, pursuant to a Security Agreement dated as of January 1, 2021 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and Hay Island Capital Corporation, as Secured Party (the "Secured Party", which expression shall include its successors, assigns and transferees), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Secured Party a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Secured Party, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full

power and authority in the name of the Grantor or in the Secured Party's name, from time to time, in the Secured Party's discretion, so long as any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Secured Party pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property Collateral 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.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the date first written above.

**E-ALTERNATIVE SOLUTIONS, LLC,
AS GRANTOR**

By: _____

Name: CHRIS HOWARD

Title: VICE PRESIDENT, GENERAL COUNSEL
& CHIEF COMPLIANCE OFFICER

Acknowledged:

**HAY ISLAND HOLDING
CORPORATION,**
as Secured Party

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the date first written above.

**E-ALTERNATIVE SOLUTIONS, LLC,
AS GRANTOR**

By: _____
Name:
Title:

Acknowledged:

**HAY ISLAND HOLDING
CORPORATION,**
as Secured Party

By:  _____
Name: Howard Romanow
Title: CFO

SCHEDULE 1**TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Leap (word) – US	5645344	01/01/2029
Leap (mark) – US	5927716	12/03/2029
Leap (word) – EU	17928111	07/09/2028
Leap (word) – Hong Kong	304596526	07/12/2028
Leap (word in Chinese) – Hong Kong	304610259	07/24/2028
Leap (Chinese Transliteration) – Hong Kong	304610240	07/24/2028
Leap (word) – China	32288304	04/06/2029
Leap (word in Chinese) - China	32460257	09/06/2029
Leap (Chinese Transliteration) - China	32460258	06/06/2029
Leap (word) – Russia	697999	07/09/2028
Leap (word) – Mexico	1956505	09/12/2028
Leap Go (words) – US	5921946	11/26/2029
Leap Go (mark) – US	6048741	05/05/2030
Vaping for Adults (words) – US	5830434	08/06/2029
Infuse (word) – US	4858213	11/24/2025
HydraVape (word) – US	5503459	06/26/2028
HydraVape Technology (word) – US	5492554	06/12/2028
Amaranth (word) – US	5233508	06/27/2027
E-Alternative Solutions (words) – US	5156484	03/07/2027
Vaping Reborn (words) – US	5083753	11/15/2026
Liquid Soul (words) – US	4937553	04/12/2026
To New Beginnings (words) – US	4817911	09/22/2025
Unhinge the Ordinary (words) – US	4817868	09/22/2025

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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