

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645751

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POPULAR POISON GRAPHICS, LLC		05/07/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ASSEMBLED BRANDS CAPITAL FUNDING LLC		
Street Address:	9 E 19TH STREET		
Internal Address:	THIRD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5973078	IMMAPOPULAR	
Registration Number:	5417341	POPULAR GIRL	
Registration Number:	5332568	HAYMAKER	
Registration Number:	5142025	NEON NIGHTS	
Registration Number:	5142024	POPULAR POISON	
Serial Number:	88522409	IMMAPOPULARPOISON	
Serial Number:	87782690	POPULAR GIRL	
Serial Number:	87782674	POPULAR POISON	
CORRESPONDENCE DATA			
Fax Number:	2125865095		
<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:	2123818749		
Email:	dfriedman@ctswlaw.com		
Correspondent Name:	Daniel J. Friedman		
Address Line 1:	420 Lexington Avenue, Suite 2400		
Address Line 4:	New York, NEW YORK 10170		
NAME OF SUBMITTER:	Daniel J. Friedman		

OP \$215.00 5973078

SIGNATURE:	/Daniel J. Friedman/
DATE SIGNED:	05/11/2021
Total Attachments: 6 source=Intellectual Property Security Agreement - Popular Poison Graphics LLC - EXECUTED (00447714)#page1.tif source=Intellectual Property Security Agreement - Popular Poison Graphics LLC - EXECUTED (00447714)#page2.tif source=Intellectual Property Security Agreement - Popular Poison Graphics LLC - EXECUTED (00447714)#page3.tif source=Intellectual Property Security Agreement - Popular Poison Graphics LLC - EXECUTED (00447714)#page4.tif source=Intellectual Property Security Agreement - Popular Poison Graphics LLC - EXECUTED (00447714)#page5.tif source=Intellectual Property Security Agreement - Popular Poison Graphics LLC - EXECUTED (00447714)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into as of May 7, 2021 (this "Agreement") by and between **POPULAR POISON GRAPHICS, LLC**, a California limited liability company, with a place of business at 2946 E. 11th Street, Suite A, Los Angeles, CA 90023 ("Borrower") and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 9 E. 19th Street, Third Floor, New York, NY 10003 (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, Lender has extended Loans to Borrower pursuant to the terms and conditions of that certain Credit Agreement dated as of the date hereof by and among Borrower, Thor Worldwide Ecomm LLC, a Delaware limited liability company and Lender (as amended, restated, amended and restated or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, under the terms of the Credit Agreement, Borrower has granted Lender a security interest in, among other property, all of Borrower's trademarks, tradenames, patents, copyrights and other intellectual property; and

WHEREAS, this Agreement is executed for the purpose of pledging Borrower's intellectual property as security for the Borrower's Obligations owed Lender under the Credit Agreement and the other Loan Documents.

1. Grant of Security Interest. Borrower hereby grants to Lender a security interest in and lien on all of the intellectual property assets owned by Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1** attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source codes associated with such intellectual property, all goodwill of the business of Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively, the "IP Collateral").

2. Recordation. Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit Agreement shall control, except in connection with goodwill in which case this Agreement shall control. The rights and remedies of

Lender with respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in 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 to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

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

BORROWER:

POPULAR POISON GRAPHICS, LLC,
a California limited liability company

By: 
Name: Tim Maduro
Title: Manager

Agreed and accepted:

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC,
a Delaware limited liability company

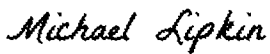
By: 
Name: Michael Lipkin
Title: Chief Operating Officer

EXHIBIT 1

List of Patents, Trademarks, and Copyrights

TRADEMARKS

Mark	Owner of Mark	Registration no.	Registration Date
IMMAPOPULAR	Popular Poison Graphics, LLC	5973078	January 28, 2020
POPULAR GIRL	Popular Poison Graphics, LLC	5417341	March 6, 2018
HAYMAKER	Popular Poison Graphics, LLC	5332568	November 14, 2017
NEON NIGHTS	Popular Poison Graphics, LLC	5142025	February 14, 2017
POPULAR POISON	Popular Poison Graphics, LLC	5142024	February 14, 2017

Mark	Owner of Mark	Serial no.	Filing Date
IMMAPOPULARPOISON	Popular Poison Graphics, LLC	88522409	July 18, 2019
POPULAR GIRL	Popular Poison Graphics, LLC	87782690	February 2, 2018
POPULAR POISON	Popular Poison Graphics, LLC	87782674	February 2, 2018

PATENTS

LIST PATENTS

Exhibit 1 - 2

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TRADEMARK

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REEL: 007297 FRAME: 0896

COPYRIGHTS

LIST COPYRIGHTS

Exhibit 1 - 3

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RECORDED: 05/11/2021

TRADEMARK

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