

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677366

| | | | |
|----------------------------------|---|-------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kosterina Corporation | | 09/24/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Assembled Brands Capital Funding LLC | | |
| Street Address: | 9 East 19th Street, 3rd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10003 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5459034 | KOSTERINA | |
| Serial Number: | 90550773 | KOSTERINA | |
| Serial Number: | 90550771 | KOSTERINA | |
| Serial Number: | 90550776 | EXTRA VIRGIN EVERYTHING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| | <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: | 2123818759 | | |
| Email: | dcohen@ctswlaw.com | | |
| Correspondent Name: | Daniel J. Cohen | | |
| Address Line 1: | 420 Lexington Ave, Suite 2400 | | |
| Address Line 4: | New York, NEW YORK 10170-2499 | | |
| NAME OF SUBMITTER: | Daniel J. Cohen | | |
| SIGNATURE: | /s/Daniel J. Cohen | | |
| DATE SIGNED: | 09/28/2021 | | |
| Total Attachments: 7 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into as of September 24, 2021 (this “Agreement”) by and between **KOSTERINA CORPORATION**, a Delaware corporation, with a place of business at 12 Papermill Road, Manhasset, NY 11030 (“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 between Borrower 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”) *provided, however*, that IP Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall not be excluded from the IP Collateral. For the avoidance of doubt, Borrower acknowledges that the items listed in **Exhibit 1** to this Agreement are not United States intent-to-use trademark applications and Lender shall have a lien on the items listed in **Exhibit 1** to this Agreement..

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:

KOSTERINA CORPORATION,
a Delaware corporation

Katerina Mountanos

By: _____

Name: Katerina Mountanos

Title: Chief Executive Officer

Agreed and accepted:

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC,
a Delaware limited liability company

Michael Lipkin

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 |
|-------------|-----------------------|-------------------------|--------------------------|
| KOSTERINA | KOSTERINA CORPORATION | 5459034 | May 1, 2018 |

| Mark | Owner of Mark | Serial no. | Filing Date |
|---|-----------------------|-------------------|--------------------|
|  | Kosterina Corporation | 90550773 | February 27, 2021 |
| KOSTERINA | Kosterina Corporation | 90550771 | February 27, 2021 |
| EXTRA VIRGIN EVERYTHING | Kosterina Corporation | 90550776 | February 27, 2021 |

PATENTS

None

Exhibit 1 - 2

{00457455.DOCX; 2}

TRADEMARK

Do not file this document with the USPTO. If you have a trademark, please file a separate document with the USPTO. REEL: 007434 FRAME: 0391

COPYRIGHTS

None

Exhibit 1 - 3

{00457455.DOCX; 2}

TRADEMARK

DocId: 31fbc070-7232-4132-8024-6115edf030957511668c
REEL: 007434 FRAME: 0392

| | |
|--------------------------------|--|
| TITLE | Execution Copy - Kosterina IP Security Agreement |
| FILE NAME | Intellectual Prop...(00457455-2).docx |
| DOCUMENT ID | 94fbd4ba5830d17654daa58dff1dee57511668c |
| AUDIT TRAIL DATE FORMAT | MM / DD / YYYY |
| STATUS | ✳ Completed |

Document History



09 / 24 / 2021
19:55:40 UTC

Sent for signature to Katerina Mountanos (katerina@kosterina.com) and Michael Lipkin (michael@assembledbrands.com) from randym@assembledbrands.com
IP: 47.149.147.53



09 / 24 / 2021
21:39:08 UTC

Viewed by Katerina Mountanos (katerina@kosterina.com)
IP: 100.2.98.124



09 / 24 / 2021
21:39:20 UTC

Signed by Katerina Mountanos (katerina@kosterina.com)
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09 / 24 / 2021
21:49:24 UTC

Viewed by Michael Lipkin (michael@assembledbrands.com)
IP: 137.25.55.189



09 / 24 / 2021
21:49:48 UTC

Signed by Michael Lipkin (michael@assembledbrands.com)
IP: 137.25.55.189



COMPLETED

09 / 24 / 2021
21:49:48 UTC

The document has been completed.