

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684041

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900648183
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KMS, LLC		10/04/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	ACQUIOM AGENCY SERVICES LLC
Street Address:	150 South Fifth Street, Suite 2600
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	5939933	BRIGHTLIVING
Registration Number:	4738405	COOL-LIVING
Registration Number:	6457477	COOL LIVING
Registration Number:	6055039	LIVING GLOW
Registration Number:	5649396	WARM-LIVING
Registration Number:	4791649	WARM-LIVING
Registration Number:	4634364	COOL-LIVING
Registration Number:	6457311	LIVING GLOW
Registration Number:	6457476	NEAT LIVING
Serial Number:	90188041	LIVING COOL AC
Serial Number:	90188122	ADVANCED COOL
Serial Number:	90188162	EASY COOL
Serial Number:	90792793	NEAT LIVING
Serial Number:	90792797	FUR LIVING
Serial Number:	90792800	FURRY LIVING
Serial Number:	90536937	RUT OUTDOORS
Serial Number:	90576772	COOL-LIVING

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90813787	COOL-LIVING
Serial Number:	90801182	GRAPHYTE
Serial Number:	90813791	GRAPHYTE
Serial Number:	90365243	XPE LIGHTING

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 13152647134
Email: sophiabyer@paulhastings.com
Correspondent Name: Sophia Byer
Address Line 1: 200 Park Ave
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Sophia Byer
SIGNATURE:	/Sophia Byer/
DATE SIGNED:	10/27/2021

Total Attachments: 7

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FORM OF GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (“Agreement”), dated as October 4, 2021 is made by KMS, LLC, a Kansas limited liability company (the “Grantor”) with principal offices at 811 E. Waterman St. Wichita, KS 67202, in favor of ACQUIOM AGENCY SERVICES LLC, as Collateral Agent (the “Agent”), for the benefit of the Lenders (as defined in the Guaranty and Collateral Agreement as defined below) pursuant to that certain Guaranty and Collateral Agreement, dated as of October 4, 2021 (as amended, modified, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”), among KMS Acquisition LLC (the “Holdings”), KMS, LLC (the “Company”), and other Grantors and Guarantors from time to time party thereto and the Agent.

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Guaranty and Collateral Agreement) for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

Upon the payment in full of all Obligations (other than contingent indemnification obligations for which no claim has yet been made), the Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor’s expense) all reasonably requested instruments releasing the security interest in the Marks acquired under this Grant.


The rights and remedies of the Agent with respect to the security interest granted herein are as set forth in the Guaranty and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall govern.

THIS AGREEMENT may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

KMS, LLC, as Grantor

By 

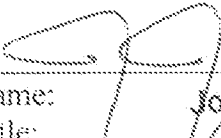
Name: Steve Ferrone

Title: Secretary

[Signature Page to Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 007471 FRAME: 0992

ACQUIOM AGENCY SERVICES LLC, as
Collateral Agent

By 
Name: Joshua James
Title: Senior Director

Schedule A
Registered Trademarks

<u>Name of Credit Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
KMS, LLC	United States	5939933	01-FEB-2019	KMS, Inc.	BRIGHT LIVING
KMS, LLC	United States	4738405	12-SEP-2014	KMS, Inc.	COOL-LIVING
KMS, LLC	United States	6457477	16-JUL-2020	KMS, Inc.	COOLLIVING
KMS, LLC	United States	6055039	01-AUG-2019	KMS, Inc.	LIVING GLOW
KMS, LLC	United States	5649396	15-AUG-2018	KMS, Inc.	WARM-LIVING
KMS, LLC	United States	4791649	16-MAY-2014	KMS, Inc.	WARM-LIVING
KMS, LLC	Canada	TMA962218	22-APR-2014	KMS, Inc.	COOL-LIVING
KMS, LLC	China	20577924	08-JUL-2016	KMS, Inc.	COOL-LIVING
KMS, LLC	China	20577925	08-JUL-2016	KMS, Inc.	WARM-LIVING
KMS, LLC	United States	4634364	18-APR-2014	KMS, Inc.	COOL LIVING
KMS, LLC	United States	6457311	20-JUN-2020	KMS, Inc.	LIVING GLOW
KMS, LLC	United States	6457476	16-JUL-2020	KMS, Inc.	NEAT-LIVING

Pending Trademark Applications

<u>Name of Credit Party</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
KMS, LLC	United States	90188041	17-SEPT-2020	KMS, LLC	LIVING COOL AC
KMS, LLC	United States	90188122	17-SEPT-2020	KMS, LLC	ADVANCED COOL
KMS, LLC	United States	90188162	17-SEPT-2020	KMS, LLC	EASY COOL
KMS, LLC	United States	90792793	24-JUN-2021	KMS, LLC	NEAT LIVING
KMS, LLC	United States	90792797	24-JUN-2021	KMS, LLC	FUR LIVING
KMS, LLC	United States	90792800	24-JUN-2021	KMS, LLC	FURRY LIVING
KMS, LLC	United States	90536937	19-FEB-2021	KMS, LLC	RUT OUTDOORS
KMS, LLC	United States	90576772	12-MAR-2021	KMS, LLC	COOL-LIVING
KMS, LLC	United States	90813787	06-Jul-2021	KMS, LLC	COOL-LIVING
KMS, LLC	Canada	2125450	05-Aug-2021	KMS, LLC	COOL-LIVING
KMS, LLC	Canada	2125451	05-Aug-2021	KMS, LLC	COOL-LIVING
KMS, LLC	China	58370287	10-Aug-2021	KMS, LLC	COOL-LIVING
KMS, LLC	China	58359675	10-Aug-2021	KMS, LLC	COOL-LIVING
KMS, LLC	Canada	2125449	05-Aug-2021	KMS, LLC	FUR LIVING
KMS, LLC	China	58376460	10-Aug-2021	KMS, LLC	FUR LIVING
KMS, LLC	China	58360846	10-Aug-2021	KMS, LLC	FUR LIVING
KMS, LLC	China	58376460	10-Aug-2021	KMS, LLC	FUR LIVING

<u>Name of Credit Party</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
KMS, LLC	Canada	2125446	05-Aug-2021	KMS, LLC	FURRY LIVING
KMS, LLC	China	58376470	10-Aug-2021	KMS, LLC	FURRY LIVING
KMS, LLC	China	58377670	10-Aug-2021	KMS, LLC	FURRY LIVING
KMS, LLC	China	58364453	10-Aug-2021	KMS, LLC	FURRY LIVING
KMS, LLC	United States	90801182	29-Jun-2021	KMS, LLC	GRAPHYTE
KMS, LLC	United States	90813791	06-Jul-2021	KMS, LLC	GRAPHYTE
KMS, LLC	Canada	2125445	05-Aug-2021	KMS, LLC	GRAPHYTE
KMS, LLC	Canada	2125447	05-Aug-2021	KMS, LLC	GRAPHYTE
KMS, LLC	China	58370427	10-Aug-2021	KMS, LLC	GRAPHYTE
KMS, LLC	China	58372094	10-Aug-2021	KMS, LLC	GRAPHYTE
KMS, LLC	China	58354552	10-Aug-2021	KMS, LLC	GRAPHYTE
KMS, LLC	Canada	2125448	05-Aug-2021	KMS, LLC	NEAT LIVING
KMS, LLC	China	58370296	10-Aug-2021	KMS, LLC	NEAT LIVING
KMS, LLC	China	58372020	10-Aug-2021	KMS, LLC	NEAT LIVING

<u>Name of Credit Party</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
KMS, LLC	China	58356257	10-Aug-2021	KMS, LLC	NEAT LIVING
KMS, LLC	Canada	2125452	05-Aug-2021	KMS, LLC	RUT OUTDOORS
KMS, LLC	China	58356233	10-Aug-2021	KMS, LLC	RUT OUTDOORS
KMS, LLC	United States	90365243	7-JUNE-2021	KMS, LLC	XPE LIGHTING
KMS, LLC	China	56763466	8-JUNE-2021	KMS, LLC	XPE LIGHTING