

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688388

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Notice of Grant of Security Interest in Copyrights and Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MightyHive, Inc. | | 11/05/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Credit Suisse AG, Cayman Islands Branch, as Collateral Agent | | |
| Street Address: | 11 Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10010 | | |
| Entity Type: | Bank: SWITZERLAND | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85767149 | M MIGHTYHIVE | |
| Serial Number: | 88320182 | MIGHTYHIVE | |
| Serial Number: | 88320184 | MIGHTYHIVE | |
| Serial Number: | 88320188 | MIGHTYHIVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <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: | 2129061209 | | |
| Email: | JESSICA.BAJADA-SILVA@LW.COM | | |
| Correspondent Name: | LATHAM & WATKINS LLP, C/O JESSICA BAJADA | | |
| Address Line 1: | 885 Third Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 052023-0256 | | |
| NAME OF SUBMITTER: | Jessica Bajada-Silva | | |
| SIGNATURE: | /s/ Jessica Bajada-Silva | | |
| DATE SIGNED: | 11/16/2021 | | |
| Total Attachments: 12 | | | |
| source=2241974_1_Foxtrot - IP Security Agreement - Signed Wet Signatures (002) (35474215.1)#page1.tif | | | |

OP \$115.00 85767149

source=2241974_1_Foxtrot - IP Security Agreement - Signed Wet Signatures (002) (35474215.1)#page2.tif
source=2241974_1_Foxtrot - IP Security Agreement - Signed Wet Signatures (002) (35474215.1)#page3.tif
source=2241974_1_Foxtrot - IP Security Agreement - Signed Wet Signatures (002) (35474215.1)#page4.tif
source=2241974_1_Foxtrot - IP Security Agreement - Signed Wet Signatures (002) (35474215.1)#page5.tif
source=2241974_1_Foxtrot - IP Security Agreement - Signed Wet Signatures (002) (35474215.1)#page6.tif
source=2241974_1_Foxtrot - IP Security Agreement - Signed Wet Signatures (002) (35474215.1)#page7.tif
source=2241974_1_Foxtrot - IP Security Agreement - Signed Wet Signatures (002) (35474215.1)#page8.tif
source=2241974_1_Foxtrot - IP Security Agreement - Signed Wet Signatures (002) (35474215.1)#page9.tif
source=2241974_1_Foxtrot - IP Security Agreement - Signed Wet Signatures (002) (35474215.1)#page10.tif
source=2241974_1_Foxtrot - IP Security Agreement - Signed Wet Signatures (002) (35474215.1)#page11.tif
source=2241974_1_Foxtrot - IP Security Agreement - Signed Wet Signatures (002) (35474215.1)#page12.tif

Notice of Grant of Security Interest in Copyrights and Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN COPYRIGHTS AND TRADEMARKS, dated as of November 5, 2021 (this “Agreement”), made by the entities listed on Schedule I hereto, (each a “Pledgor”, and together the “Pledgors”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Security Agent (as defined below).

Reference is made to the Security Agreement, dated as of August 9, 2021 (as supplemented by Supplement No. 1 dated as of the date hereof among the Pledgors, the other subsidiaries of the Parent party thereto and the Security Agent, and as further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among S⁴ Capital US Holdings, LLC, a Delaware limited liability company (the “U.S. Borrower”), S4 Capital Holdings Limited, a limited company incorporated under the laws of Jersey, each subsidiary of the Parent from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as security agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the “Security Agent”). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of its Secured Obligations, each Pledgor pursuant to the Security Agreement did, and hereby does, assign, pledge and grant to the Security Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the “IP Collateral”):

- (i) (a) all U.S. registered and applied for Trademarks, including those listed on Schedule II and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, or other violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions, or other violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing; and

- (ii) (a) all U.S. registered Copyrights, including those listed on Schedule II; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements or other violations of any of the foregoing; (d) the right to sue for past, present, and future infringements or other violations of any of the foregoing; and (e) all rights corresponding to any of the foregoing;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act.

SECTION 3. ***Security Agreement.*** The security interests granted to the Security Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Security Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement shall be deemed to include any electronic signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. ***Governing Law.*** **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS**

AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of each Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Security Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgors as any Pledgor may request, an instrument in writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Security Agent shall reasonably cooperate with any efforts made by the Pledgors to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the IP Collateral.

[Signature Pages Follow]

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

FIREWOOD MARKETING INC.

By: _____
Name: Scott Spirit
Title: President

MIGHYHIVE, INC.

By: _____
Name: Peter Kim
Title: Authorized Signatory

ORCA PACIFIC MANUFACTURERS
REPRESENTATIVES LLC


By: Orca US Holdco Inc., its sole member

By: _____
Name: Peter Kim
Title: President

CASHMERE AGENCY, INC.

By: _____
Name: Seung Chung
Title: CEO

ZEMOGA, INC.

By:  _____
Name: Donald J. Edgerton
Title: CEO

[Signature Page to Notice of Grant of Security Interest in Copyrights and Trademarks]

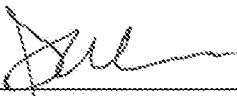
TRADEMARK
REEL: 007495 FRAME: 0850

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

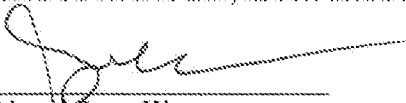
FIREWOOD MARKETING INC.

By: _____
Name: Scott Spirit
Title: President

MIGHYHIVE, INC.

By:  _____
Name: Peter Kim
Title: Authorized Signatory

ORCA PACIFIC MANUFACTURERS
REPRESENTATIVES LLC
By: Orca US Holdco Inc., its sole member

By:  _____
Name: Peter Kim
Title: President

CASHMERE AGENCY, INC.

By: _____
Name: Seung Chung
Title: CEO

ZEMOGA, INC.

By: _____
Name: Donald J. Edgerton
Title: CEO

[Signature Page to Notice of Grant of Security Interest in Copyrights and Trademarks]

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

FIREWOOD MARKETING INC.

By: S. Spifit
Name: Scott Spifit
Title: President

MIGHYHIVE, INC.

By: _____
Name: Peter Kim
Title: Authorized Signatory

ORCA PACIFIC MANUFACTURERS
REPRESENTATIVES LLC

By: Orca US Holdco Inc., its sole member

By: _____
Name: Peter Kim
Title: President

CASHMERE AGENCY, INC.

By: _____
Name: Seung Chung
Title: CEO

ZEMOGA, INC.

By: _____
Name: Donald J. Edgerton
Title: CEO

[Signature Page to Notice of Grant of Security Interest in Copyrights and Trademarks]

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

FIREWOOD MARKETING INC.

By: _____
Name: Scott Spirit
Title: President

MIGHYHIVE, INC.

By: _____
Name: Peter Kim
Title: Authorized Signatory

ORCA PACIFIC MANUFACTURERS
REPRESENTATIVES LLC

By: Orca US Holdco Inc., its sole member

By: _____
Name: Peter Kim
Title: President

CASHMERE AGENCY, INC.

By: 
Name: Seung Chung
Title: CEO

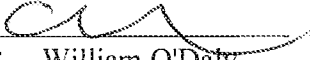
ZEMOGA, INC.

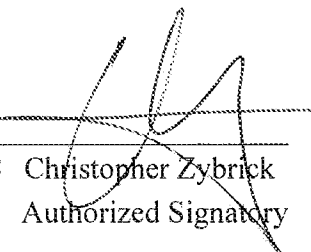
By: _____
Name: Donald J. Edgerton
Title: CEO

[Signature Page to Notice of Grant of Security Interest in Copyrights and Trademarks]

ACCEPTED AND AGREED:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Security Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: Christopher Zybrick
Title: Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Copyrights and Trademarks]

TRADEMARK
REEL: 007495 FRAME: 0854

Pledgors

| Legal Name | Type of Entity | Jurisdiction of Formation |
|---|------------------------------|----------------------------------|
| Firewood Marketing Inc. | Corporation | Delaware |
| MightyHive, Inc. | Corporation | Delaware |
| Orca Pacific Manufacturers Representatives LLC | Limited Liability Company | Washington |
| Cashmere Agency, Inc. | Corporation | Delaware |
| Zemoga, Inc. | Corporation | Delaware |

Schedule II
to Notice of Grant of Security Interest in Copyrights

Copyrights Owned by the Pledgors


U.S. Copyright Registrations

| Owner | Title | Registration No. | Registration Date |
|---|--------|------------------|-------------------|
| Chung & Associates LLC (n/k/a Cashmere Agency, Inc.) | Legacy | SRu000922802 | October 23, 2009 |

Schedule II
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by the Pledgors

| Trademark/Image if any | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|---|--|--|---------------------------------|---|
| FIREWOOD | 87908728 May 4, 2018 | 5632626 December 18, 2018 | Registered December 18, 2018 | Firewood Marketing Inc. |
| WE PARTNER | 87908747 May 4, 2018 | 5632628 December 18, 2018 | Registered December 18, 2018 | Firewood Marketing Inc. |
| M MIGHTYHIVE and Design  | 85767149 October 30, 2012 | 4902182 February 16, 2016 | Registered May 18, 2021 | MIGHTYHIVE, INC. |
| MIGHTYHIVE | 88320182 February 28, 2019 | 5850906 September 3, 2019 | Registered September 3, 2019 | MightyHive, Inc. |
| MIGHTYHIVE | 88320184 February 28, 2019 | 5878507 October 8, 2019 | Registered October 8, 2019 | MightyHive, Inc. |
| MIGHTYHIVE | 88320188 February 28, 2019 | 5878508 October 8, 2019 | Registered October 8, 2019 | MightyHive, Inc. |
| OPNAV | 90001511 June 15, 2020 | -- | Allowed September 28, 2021 | ORCA PACIFIC MANUFACTURERS REPRESENTATIVES LLC |
| ORCA PACIFIC | 90018205 June 24, 2020 | -- | Filed March 30, 2021 | ORCA PACIFIC MANUFACTURERS REPRESENTATIVES LLC |
| ORCAPACIFIC and Design  | 90020249 June 25, 2020 | -- | Filed March 30, 2021 | ORCA PACIFIC MANUFACTURERS REPRESENTATIVES LLC |
| TWEEDER | 77928967 February 5, 2010 | -- | Filed September 17, 2021 | ITU Zemoga, Inc. |
| ZEMOGA and Design  | 87037473 May 15, 2016 | 5592810 October 30, 2018 | Registered October 30, 2018 | ZEMOGA, INC. |
| RESPECT THE WEST | 88453106 May 30, 2019 | 5908276 November 12, 2019 | Registered November 12, 2019 | Chung & Associates, DBA Cashmere Agency (n/k/a Cashmere Agency, Inc.) |

| Trademark/Image if any | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|---|--|--|---------------------------------|---|
| RESPECT THE WEST | 88421018 May 8, 2019 | 5914509 November 19, 2019 | Registered November 19, 2019 | Chung & Associates, LLC, DBA Cashmere Agency (n/k/a Cashmere Agency, Inc.) |
| CASHMERE AGENCY | 87956994 June 11, 2018 | -- | Filed May 31, 2021 | Chung and Associates LLC, DBA Cashmere Agency (n/k/a Cashmere Agency, Inc.) |
| CASHMERE AGENCY and Design  | 87956980 June 11, 2018 | -- | Filed May 31, 2021 | Chung and Associates LLC, DBA Cashmere Agency (n/k/a Cashmere Agency, Inc.) |