

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711291

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amesbury Home LLC		02/24/2022	Limited Liability Company: DELAWARE
Custom Home Furnishings LLC		02/24/2022	Limited Liability Company: DELAWARE
Everything Auto, LLC		02/24/2022	Limited Liability Company: DELAWARE
Illusion Outdoors LLC		02/24/2022	Limited Liability Company: DELAWARE
Real Good Beverage Company LLC		02/24/2022	Limited Liability Company: DELAWARE
Terra Companies LLC		02/24/2022	Limited Liability Company: DELAWARE
Trove Companies LLC		02/24/2022	Limited Liability Company: DELAWARE
Zephyr Companies LLC		02/24/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Victory Park Management, LLC, as Collateral Agent
Street Address:	150 N.Riverside Plaza, Suite 5200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	6203487	WEARABLE ACUPRESSURE
Registration Number:	4695148	WEARABLE ACUPRESSURE FOR ACTIVE LIFESTYL
Registration Number:	4492747	WEARABLE ACUPRESSURE
Registration Number:	4747428	ACULIEF
Registration Number:	5426839	RADIATE
Registration Number:	6117802	
Serial Number:	90418892	MY RELIEF

TRADEMARK

REEL: 007646 FRAME: 0299

900678513

CH \$1040.00 6203487

Property Type	Number	Word Mark
Registration Number:	6243474	CALDO
Registration Number:	5761967	ISAVERA
Registration Number:	5660039	JUDEE'S GLUTEN FREE
Registration Number:	5709612	RODENT DEFENSE
Registration Number:	5726583	EXTERMINATOR'S CHOICE
Registration Number:	6376643	IMPRESA
Registration Number:	4944768	IMPRESA
Registration Number:	6368537	MISSION AUTOMOTIVE
Registration Number:	5040076	MISSION AUTOMOTIVE
Registration Number:	5204077	EVERGREEN PET SUPPLIES
Registration Number:	6325686	EVERGREEN PET SUPPLIES
Registration Number:	5056573	REAL GOOD COFFEE CO
Registration Number:	5774906	MORNINGS JUST GOT BETTER
Registration Number:	6381494	LOVE IT OR WE'LL MAKE IT RIGHT.
Serial Number:	90718339	SUPLIFT
Registration Number:	5803598	ILLUSION
Registration Number:	5803591	ILLUSION SYSTEMS
Registration Number:	4843241	EXTINGUISHER
Serial Number:	88149690	FIELD FOAM
Registration Number:	5382804	DEER SOCIETY
Registration Number:	5011690	LIFE MOUNTS
Registration Number:	5493941	LIFE MOUNTS
Registration Number:	5965825	MOUNTAIN MIKE'S REPRODUCTIONS
Registration Number:	5390052	A-TEAM PERFORMANCE PARTS
Registration Number:	3224519	LEVHEAD
Registration Number:	3113243	ULTIMATEARM
Serial Number:	90822752	PATTERN POP
Serial Number:	90793637	FORAGE AND FLOURISH
Serial Number:	90806182	REAL GOOD COFFEE CO
Registration Number:	6342513	DEER HUNTIN' MAN
Registration Number:	5803594	PHAZE
Registration Number:	6590236	JESSI MAE
Serial Number:	90496858	JESSI MAE PREMIUM POTTING SOIL
Serial Number:	97125852	IMPRESA

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034
Email: oscar.ruiz@katten.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 W. Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Oscar Ruiz

SIGNATURE: /Oscar Ruiz/

DATE SIGNED: 03/01/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of February 24, 2022, by Amesbury Home LLC, a Delaware limited liability company, Custom Home Furnishings LLC, a Delaware limited liability company, Everything Auto, LLC, a Delaware limited liability company, Illusion Outdoors LLC, a Delaware limited liability company, Real Good Beverage Company LLC, a Delaware limited liability company, Terra Companies LLC, a Delaware limited liability company, Trove Companies LLC, a Delaware limited liability company, and Zephyr Companies LLC, a Delaware limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of Victory Park Management, LLC, as collateral agent (the “**Collateral Agent**”) for the secured parties referred to below. All capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Security Agreement, as defined below.

WHEREAS:

A. Reference is made to that certain Pledge and Security Agreement, dated as of February 24, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), entered into by and among each Grantor, the Borrower, the other Guarantors party thereto, Collateral Agent and the other parties party thereto which secures certain now existing and future arising obligations owing to the Secured Parties (as defined in the Security Agreement) under the Transaction Documents as provided in the Security Agreement;

B. Pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Collateral Agent this Agreement;

C. Pursuant to the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks and trademark applications (other than Excluded Assets, as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. all of its United States federally registered trademarks and trademark applications (other than any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), including, without limitation, as referred to in Schedule 1 annexed hereto, together with all goodwill associated therewith;

2. all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any of the trademarks referred to in Schedule 1 annexed hereto, or any trademark issued pursuant to a trademark application referred to in Schedule 1 (items 1 and 2 being herein collectively referred to as the “**Trademark Collateral**”).

This security interest is granted in conjunction with the security interests granted to the Collateral Agent, for itself and on behalf of the other Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be a contract made under, and governed and enforced in every respect by, the laws of the State of New York (including §5-1401 and 5-1402 of the New York General Obligations Law). The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within the City of New York, New York, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AMESBURY HOME, LLC, a Delaware limited liability company

TERRA COMPANIES LLC, a Delaware limited liability company

TROVE COMPANIES LLC, a Delaware limited liability company

ZEPHYR COMPANIES LLC, a Delaware limited liability company

REAL GOOD BEVERAGE COMPANY LLC, a Delaware limited liability company

ILLUSION OUTDOORS LLC, a Delaware limited liability company

ADVENTURE EQUIPMENT LLC, a Delaware limited liability company

AGORA COMPANIES LLC, a Delaware limited liability company

EVERYTHING AUTO, LLC, a Delaware limited liability company

CUSTOM HOME FURNISHINGS LLC, a Delaware limited liability company

By: Philip Butler

Name: Philip Butler

Title: President and Chief Executive Officer

Acknowledged:

VICTORY PARK MANAGEMENT, LLC,
as Collateral Agent

By: 

Name: Scott R. Zernick


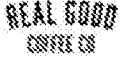
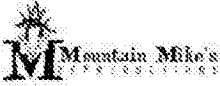
Title: Manager

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Collateral

Trademark Registrations and Applications:

Title	Serial No.	Registration No.	Registration Date	Owner
WEARABLE ACUPRESSURE	88641580	6203487	November 24, 2020	Amesbury Home LLC
WEARABLE ACUPRESSURE FOR ACTIVE LIFESTYLES	86324607	4695148	March 3, 2015	Amesbury Home LLC
WEARABLE ACUPRESSURE	85884676	4492747	March 4, 2014	Amesbury Home LLC
ACULIEF	86414236	4747428	June 2, 2015	Amesbury Home LLC
RADIATE	87549842	5426839	March 20, 2018	Amesbury Home LLC
RADIATE and design 	88758756	6117802	August 4, 2020	Amesbury Home LLC
MY RELIEF	90418892		December 28, 2020 (filed)	Amesbury Home LLC
CALDO	88940263	6243474	January 12, 2021	Amesbury Home LLC
ISAVERA and design 	88141223	5761967	May 28, 2019	Amesbury Home LLC
JUDEE'S GLUTEN FREE and design 	87927935	5660039	January 22, 2019	Terra Companies LLC
RODENT DEFENSE	88076046	5709612	March 26, 2019	Trove Companies LLC
EXTERMINATOR'S CHOICE	88079376	5726583	April 16, 2019	Trove Companies LLC
IMPRESA	90100621	6376643	June 8, 2021	Zephyr Companies LLC
IMPRESA and design 	86697130	4944768	April 26, 2016	Zephyr Companies LLC

Title	Serial No.	Registration No.	Registration Date	Owner
MISSION AUTOMOTIVE	90064468	6368537	June 1, 2021	Zephyr Companies LLC
MISSION AUTOMOTIVE and design 	86887095	5040076	September 13, 2016	Zephyr Companies LLC
EVERGREEN PET SUPPLIES	87186859	5204077	May 16, 2017	Zephyr Companies LLC
EVERGREEN PET SUPPLIES	90064426	6325686	April 20, 2021	Zephyr Companies LLC
REAL GOOD COFFEE CO and design 	87009024	5056573	October 4, 2016	Real Good Beverage Company LLC
MORNINGS JUST GOT BETTER	88181070	5774906	June 11, 2019	Real Good Beverage Company LLC
LOVE IT OR WE'LL MAKE IT RIGHT	88822007	6381494	June 8, 2021	Real Good Beverage Company LLC
SUPLIFT	90718339		May 18, 2021 (filed)	Terra Companies LLC
ILLUSION	88043679	5803598	July 16, 2019	Illusion Outdoors LLC ¹
ILLUSION SYSTEMS	88039607	5803591	July 16, 2019	Illusion Outdoors LLC ²
EXTINGUISHER	76717724	4843241	November 3, 2015	Illusion Outdoors LLC ³
FIELD FOAM	88/149,690		October 10, 2018 (filed)	Illusion Outdoors LLC ⁴
DEER SOCIETY	76720192	5382804	January 23, 2018	Illusion Outdoors LLC ⁵
LIFE MOUNTS	86820688	5011690	August 2, 2016	Adventure Equipment LLC
LIFE MOUNTS	87608389	5493941	June 12, 2018	Adventure Equipment LLC
MOUNTAIN MIKE'S REPRODUCTIONS and Design 	88499488	5965825	January 21, 2020	Agora Companies LLC
A-TEAM PERFORMANCE PARTS	87450558	5390052	January 30, 2018	Everything Auto, LLC
LEVHEAD	78785904	3224519	April 3, 2007	Adventure Equipment, LLC

¹ In process of being assigned from Illusion Systems, LLC.

² In process of being assigned from Illusion Systems, LLC.

³ In process of being assigned from Illusion Systems, LLC.

⁴ In process of being assigned from Illusion Systems, LLC.

⁵ In process of being assigned from The Industry TV, LLC.

Title	Serial No.	Registration No.	Registration Date	Owner
ULTIMATEARM	78516435	3113243	July 4, 2026	Adventure Equipment, LLC
PATTERN POP	90822752		July 12, 2021 (filed)	Custom Home Furnishings LLC
FORAGE AND FLOURISH	90793637		June 24, 2021 (filed)	Real Good Beverage Company LLC
REAL GOOD COFFEE CO and design 	90806182		July 1, 2021 (filed)	Real Good Beverage Company LLC
DEER HUNTIN' MAN	88599944	6342513	May 4, 2021	Illusion Outdoors LLC
PHAZE	88041087	5803594	July 16, 2019	Illusion Outdoors LLC
JESSI MAE	90523502	6590236	December 14, 2021	Trove Companies LLC
JESSI MAE PRODUCTS	90496858		January 29, 2021 (filed)	Trove Companies LLC
IMPRESA	97125852		November 15, 2021 (filed)	Zephyr Companies LLC