

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shefit Operating Company, LLC		02/09/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4550521	SHEFIT	
Registration Number:	6366217	SHEFIT	
Registration Number:	4838218	SHEFIT	
Registration Number:	6063856	ULTIMATE SPORTS BRA	
Registration Number:	5468535	ZIP. CINCH. LIFT.	
Registration Number:	4983243		
Registration Number:	6118601	RETHINK YOUR BRA	
Registration Number:	6798857	OWN THE CROWN	
Registration Number:	6792425		
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	5127704200		
Email:	aromanini@dickinson-wright.com		
Correspondent Name:	Dickinson Wright PLLC		
Address Line 1:	1825 Eye Street NW, Suite 900		
Address Line 4:	Washington, D.C. 20006		

CH \$240.00 4550521

ATTORNEY DOCKET NUMBER:	7-7586
NAME OF SUBMITTER:	Lydia E. Munn
SIGNATURE:	/Lydia E. Munn/
DATE SIGNED:	02/17/2023

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”) is entered into as of into as of February 9, 2023 by and among Shefit Operating Company, LLC, a Michigan limited liability company (“Grantor”), and JPMORGAN CHASE BANK, N.A., (the “Lender”).

RECITALS

A. The Grantor and the Lender have entered into a Credit Agreement dated as of October 8, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

B. In connection with the Credit Agreement, the Grantor entered into that certain Continuing Security Agreement dated as of October 8, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Continuing Security Agreement”) with the Lender. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Continuing Security Agreement.

C. Pursuant to the terms of the Continuing Security Agreement, the Grantor pledged, assigned, and granted to the Lender, a first-priority security interest in substantially all of the assets of the Grantor, including all right, title, and interest of the Grantor in, to, and under all now owned and hereafter acquired Patents, patent applications, patent licenses, Trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Credit Agreement).

D. Pursuant to the terms of the Continuing Security Agreement, the Grantor is required to execute and deliver to the Lender, this Agreement.

AGREEMENT

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, the Grantor hereby grants to the Lender, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto and any trademark issued pursuant to a trademark application referred to in Schedule 1 (items 1 through 2 being herein collectively referred to as the “Trademark Collateral”);
- (3) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith; and

- (4) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto and any patent issued pursuant to a patent application (items 3 through 4 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Continuing Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Continuing Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Continuing Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Continuing Security Agreement, the terms of the Continuing Security Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of Michigan, but giving effect to federal laws applicable to national banks.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

GRANTOR:

SHEFIT OPERATING COMPANY, LLC

By:  _____

Name: Robert Maylan

Title: Manager

Signature Page to Patent and Trademark Security Agreement (Shefit)

TRADEMARK
REEL: 007975 FRAME: 0620

JPMORGAN CHASE BANK, N.A., as Lender

By: Tasha L. Michalak

Name: Tasha L. Michalak

Title: Vice President

SCHEDULE 1

Trademark Applications, Trademarks, and Trademark Licenses

SHEFIT TRADEMARKS

U.S. Trademarks

Trademark	Registration No.	Country
SHEFIT	4550521 (Registered)	United States
SHEFIT	6366217 (Registered)	United States
SHEFIT (and design)	4838218 (Registered)	United States
ULTIMATE SPORTS BRA	6063856 (Registered)	United States
ZIP. CINCH. LIFT	5468535 (Registered)	United States
Crown Design	4983243 (Registered)	United States
RETHINK YOUR BRA	6118601 (Registered)	United States
OWN THE CROWN	6798857 (Registered)	United States
Crown Design	6792425 (Registered)	United States

FOREIGN TRADEMARKS

Trademark	Registration or Application No.	Country
SHEFIT (and design)	4550159 (Pending)	India
SHEFIT	4550160 (Pending)	India
ULTIMATE SPORTS BRA	1548600 (Registered)	Japan
ULTIMATE SPORTS BRA	1548600 (Registered)	WIPO
ULTIMATE SPORTS BRA	2330268 (Registered)	Mexico
ULTIMATE SPORTS BRA	2421889 (Registered)	Mexico
SHEFIT	1938169 (Registered)	Australia
SHEFIT	1907366 (Registered)	Canada
SHEFIT	UK00003322289 (Registered)	United Kingdom
SHEFIT	1096784 (Registered)	New Zealand
SHEFIT (and design)	1359754 (Registered)	Japan
SHEFIT (and design)	1359754 (Registered)	Korea
SHEFIT (and design)	1359754 (Registered)	WIPO
Crown design	1938170 (Registered)	Australia
Crown design	1907374 (Registered)	Canada
Crown design	UK00003322290 (Registered)	United Kingdom
Crown design	1096783 (Registered)	New Zealand

SCHEDULE 2

SHEFIT PATENTS

Granted US Patents

US Patent No.	Our File No.
8,932,104	SHE021 P301

Pending US Applications

US Publication No.	Our File No.
2022/0104558	SHE021 P300
2022/0183400	SHE021 P303
2022/0104557	SHE021 P305

Pending Foreign Applications

Country	Application No.	Our File No.
Canada	3121991	SHE021 FP303CA