## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM803062

EW ASSIGNMENT
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**NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
QUIVERR, LLC		04/14/2023	Limited Liability Company: DELAWARE	

### **RECEIVING PARTY DATA**

Name:	MGG Investment Group LP, as the Collateral Agent		
Street Address:	One Penn Plaza, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10119		
Entity Type:	Limited Partnership: DELAWARE		

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark	
Registration Number:	4644774	RINGER	
Registration Number:	5083798	SLINGER	
Registration Number:	r: 5066193 ORIGINAL KITCHEN COOPERATIVE		
Registration Number:	5065784	HEY MAMA	

## **CORRESPONDENCE DATA**

Fax Number: 6175269899

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: 617.526.9653

Email: trademark@proskauer.com

**Correspondent Name:** Bethany Johnson Address Line 1: Proskauer Rose LLP Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	47057.074
NAME OF SUBMITTER:	Bethany Johnson
SIGNATURE:	/Bethany Johnson/
DATE SIGNED:	04/14/2023

**Total Attachments: 3** 

**TRADEMARK** REEL: 008042 FRAME: 0258 source=Quiverr\_MGG - Trademark Security Agreement Executed#page1.tif source=Quiverr\_MGG - Trademark Security Agreement Executed#page2.tif source=Quiverr\_MGG - Trademark Security Agreement Executed#page3.tif

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#### ASSIGNMENT FOR SECURITY - - TRADEMARKS

April 14, 2023

WHEREAS, QUIVERR, LLC, a Delaware limited liability company (the "<u>Assignor</u>") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of November 3, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of MGG Investment Group LP, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns in such capacity, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

QUIVERR, LLC

By: \_\_\_\_

Name: Taylor Hamilton
Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

## SCHEDULE A TO ASSIGNMENT FOR SECURITY

# Trademarks and Trademark Applications

			Application or		
			Registration		Registration
Company	Country	<u>Trademark</u>	No.	Filing Date	<u>Date</u>
Quiverr, LLC	U.S.	RINGER	4644774	4/15/2014	11/25/2014
			86-252,769		
Quiverr, LLC	U.S.	SLINGER	5083798	2/26/2016	11/15/2016
			86-921,986		
Quiverr, LLC	U.S.	ORIGINAL	5066193	2/26/2016	10/18/2016
		KITCHEN	86-921,987		
		COOPERATIVE			
Quiverr, LLC	U.S.	HEY MAMA	5065784	11/17/2015	10/18/2018
			86-823,625		

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**RECORDED: 04/14/2023**