

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ettitude Holdings, Inc.		05/17/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Assembled Brands Capital Funding LLC		
Street Address:	15260 Ventura Blvd.		
Internal Address:	#1135		
City:	Sherman Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91403		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6873641	THE FABRIC OF OUR FUTURE	
Registration Number:	6154665	CLEANBAMBOO	
Serial Number:	97924449	FUTUREFIBER LAB	
Serial Number:	97902064	FUTUREFIBER	
Serial Number:	97531232	CLEANBAMBOO HEMP	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	05/22/2023		
Total Attachments: 9			

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement, is entered into this 17th day of May, 2023 (the “IP Security Agreement”) by and between **ETTITUDE HOLDINGS, INC.**, a Delaware corporation, with a place of business at 10866 Washington Blvd #1324, Culver City, CA 90232 (“Grantor”) and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 15260 Ventura Boulevard, Suite 1135, Sherman Oaks, CA 91403 (“Lender”).

RECITALS

WHEREAS, Lender has extended Loans to Grantor pursuant to the terms and conditions of that certain Credit Agreement dated as of October 10, 2018 by and between Grantor and Lender (as amended, restated, amended and restated or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, under the terms of the Credit Agreement, Grantor has granted Lender a security interest in and lien on all of Grantor’s assets, including all of Grantor’s trademarks, tradenames, trade styles, copyrights, domain names, URLs, IP Addresses and other intellectual property but excluding all patents and patent applications, and Grantor agreed as a condition thereof to execute that certain Intellectual Property Security Agreement dated September [], 2018, between Grantor and Lender (the “Original IP Security Agreement”) for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Authority.

WHEREASE, the Grantor has filed application and registered trademarks with the United States Patent and Trademark Office since execution and delivery of the Original IP Security Agreement.

WHEREAS, Lender and Grantor desire to amend and restate the Original IP Security Agreement for the purpose of pledging Grantor’s intellectual property as security for the Grantor’s Obligations owed Lender under the Credit Agreement and the other Loan Documents.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained and other good and valuable consideration, Lender and Grantor mutually covenant, warrant and agree as follows:

1. Grant of Security Interest. To secure all of the Obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants to Lender a security interest in and lien on all of Grantor’s right, title and interest in and to Grantor’s intellectual property assets, wherever located and whether now owned or hereafter acquired, including without limitation, all trademarks, copyrights, domain names, URLs and IP Addresses set forth in **Exhibit 1** attached hereto and incorporated herein by reference, all source codes associated with such intellectual property, all goodwill of the business of Grantor connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and

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cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, but specifically excluding all patents and patent applications (collectively, the “IP Collateral”) *provided, however*, that IP Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall not be excluded from the IP Collateral. For the avoidance of doubt, Grantor acknowledges that the items listed in **Exhibit 1-1** to this IP Security Agreement are not United States intent-to-use trademark applications and Lender shall have a security interest in and lien on the items listed in **Exhibit 1-1** to this IP Security Agreement. For the avoidance of doubt, a security interest in and lien on the IP Collateral has been granted by Grantor to Lender pursuant to the Credit Agreement.

2. Recordation. Grantor authorizes the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Lender. Grantor and Lender hereby acknowledge and agree that **Exhibit 1-3** to this IP Security Agreement may be removed prior to, and solely for purposes of, submission of this IP Security Agreement for recordation and registration by any such government official.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit Agreement shall control, except in connection with goodwill in which case this IP Security Agreement shall control. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies. In furtherance thereof, upon the occurrence of an Event of Default, Lender shall have all rights and remedies as set forth in the Credit Agreement with respect to the IP Collateral.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating

to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

7. Amendment and Restatement. This Amended and Restated Intellectual Property Security Agreement is given in substitution for, and amends and restates in its entirety, the Original IP Security Agreement. It is expressly understood and agreed that this Amended and Restated Intellectual Property Security Agreement is given to amend and restate the terms of the Original IP Security Agreement in its entirety, and that no part of the security interest granted by the Original IP Security Agreement shall be discharged, cancelled or impaired by the execution and delivery of this Amended and Restated Intellectual Property Security Agreement and such continuing first priority security interest is hereby ratified and confirmed by Grantor, as amended hereby.

[Signature Page Follows]

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

GRANTOR:

ETTITUDE HOLDINGS, INC.,
a Delaware corporation



By: _____

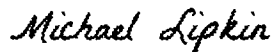
Name: Beihua (Phoebe) Yu

Title: CEO

Agreed and accepted:

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC,
a Delaware limited liability company



By: _____

Name: Michael Lipkin

Title: Chief Executive Officer

EXHIBIT 1

List of Trademarks, Copyrights, Domain Names, URLs and IP Addresses

See Exhibit 1-1 through Exhibit 1-3 attached hereto.

EXHIBIT 1-1

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number / Serial Number	Registration Date	Record Owner
THE FABRIC OF OUR FUTURE	US	6873641 / 90555202	10/11/2022	Ettitude Holdings Inc.
CLEANBAMBOO	US	6154665 / 88525716	09/15/2020	Ettitude Holdings Inc.

Trademark Applications

Mark	Jurisdiction	Application / Serial Number	Filing Date	Record Owner / Applicant
FUTUREFIBER LAB	US	97924449	5/7/2023	Ettitude Holdings Inc.
FUTUREFIBER	US	97902064	4/22/2023	Ettitude Holdings Inc.
CLEANBAMBOO HEMP	US	97531232	8/2/2022	Ettitude Holdings Inc.

EXHIBIT 1-2
COPYRIGHTS

None.

Exhibit 1 - 2

EXHIBIT 1-3

DOMAIN NAMES, URLS and IP ADDRESSES

DOMAINS	URL	IP Address	Username	Password
ettitude.com	https://www.ettitude.com			
ettitude.com.au	https://www.ettitude.com.au/			
ettitude.co	Not active, registered for brand protection			
ettitude.au	Not active, registered for brand protection			
ettitude.eu	Not active, registered for brand protection			
ettitude.info	Not active, registered for brand protection			

Title	Ettitude Holdings - A&R IP Security Agreement.v3
File name	Ettitude Holdings... Agreement.v3.pdf
Document ID	39f28eb371bd265613b6b7ffe592cb7d4840085a
Audit trail date format	MM / DD / YYYY
Status	✳ Signed

Document History



SENT

05 / 19 / 2023
18:54:59 UTC

Sent for signature to Michael Lipkin
(michael@assembledbrands.com) from
juliana@assembledbrands.com
IP: 172.58.209.50



VIEWED

05 / 19 / 2023
23:35:20 UTC

Viewed by Michael Lipkin (michael@assembledbrands.com)
IP: 137.25.55.189



SIGNED

05 / 19 / 2023
23:35:34 UTC

Signed by Michael Lipkin (michael@assembledbrands.com)
IP: 137.25.55.189



COMPLETED

05 / 19 / 2023
23:35:34 UTC

The document has been completed.