TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM819366

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vuori, Inc.		06/23/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn, Floor L2, Suite IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	90050302	DREAMKNIT
Serial Number:	90207304	DURA TERRA
Serial Number:	88563743	ECO OUTERLANDS
Serial Number:	90464473	FROM LAND TO SEA TO LIFE
Serial Number:	90464488	INVESTMENT IN HAPPINESS
Serial Number:	88228856	INVESTMENT IN HAPPINESS
Serial Number:	90466106	INVESTMENT IN HAPPINESS
Serial Number:	90464483	SO SOFT, WE DARE YOU TO TAKE THEM OFF
Serial Number:	90464481	SURROUND YOURSELF WITH SOFTNESS
Serial Number:	87455888	THE RISE. THE SHINE.
Serial Number:	77545943	V VUORI
Serial Number:	90466113	V
Serial Number:	87188300	V
Serial Number:	97729390	V BLISSBLEND
Serial Number:	90464485	VUORI
Serial Number:	86912432	VUORI
Serial Number:	97049481	VUORI ACTV CLUB
Serial Number:	97755672	VUORI BLISSBLEND
Serial Number:	90582159	

TRADEMARK REEL: 008108 FRAME: 0722

900781275

Property Type	Number	Word Mark
Serial Number:	90843159	

CORRESPONDENCE DATA

Fax Number:

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: 3127018637

Email: ipdocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: 71 S. Wacker Drive

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	22727169
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	06/24/2023

Total Attachments: 5

source=Vuori_ Confirmatory Grant of SI in Trademarks (Executed)#page1.tif source=Vuori_ Confirmatory Grant of SI in Trademarks (Executed)#page2.tif source=Vuori_ Confirmatory Grant of SI in Trademarks (Executed)#page3.tif source=Vuori_ Confirmatory Grant of SI in Trademarks (Executed)#page4.tif source=Vuori_ Confirmatory Grant of SI in Trademarks (Executed)#page5.tif

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "<u>Confirmatory Grant</u>") is made effective as of June 23, 2023 by and from Vuori, Inc., a Delaware corporation (the "<u>Grantor</u>"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "<u>Grantee</u>") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Grantee, the other Loan Parties party thereto and the Lenders party thereto have entered into a Credit Agreement dated as of June 23, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, the other Loan Parties party thereto and the Grantee have entered into a Pledge and Security Agreement dated as of June 23, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) <u>The Security Interest.</u>

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the Payment in Full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, evidencing such release.
- (b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill

associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

- 3) <u>Counterparts</u>. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 4) <u>Governing Law</u>. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

VUORI, INC.

By:
Name: Desiree Swanson

Title: Chief Financial Officer

Signature Page to Grant of Security Interest in United States Trademarks

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS Exhibit A - SCHEDULE OF TRADEMARKS

Grantor	Mark	Country	Status	Filing	Registration	Serial Number	Registration
				Date	Date		Number
Vuori, Inc.	DREAMKNIT	United States	Registered	Jul 13,	May 3, 2022	90050302	6719618
		of America		2020			
Vuori, Inc.	DURA TERRA	United States	Registered	Sep 24,	Mar 14,	90207304	7001057
		of America		2020	2023		
Vuori, Inc.	ECO OUTERLANDS	United States	Registered	Aug 2,	Dec 22,	88563743	6229191
		of America		2019	2020		
Vuori, Inc.	FROM LAND TO	United States	Allowed	Jan 13,		90464473	
	SEA TO LIFE	of America		2021			
Vuori, Inc.	INVESTMENT IN	United States	Allowed	Jan 13,		90464488	
	HAPPINESS	of America		2021			
Vuori, Inc.	INVESTMENT IN	United States	Registered	Dec 13,	Jul 9, 2019	88228856	5799867
	HAPPINESS	of America		2018			
Vuori, Inc.	INVESTMENT IN	United States	Registered	Jan 14,	Feb 14, 2023	90466106	6981166
	HAPPINESS Logo	of America		2021			
Vuori, Inc.	SO SOFT, WE DARE	United States	Allowed	Jan 13,		90464483	
	YOU TO TAKE	of America		2021			
	THEM OFF						
Vuori, Inc.	SURROUND	United States	Allowed	Jan 13,		90464481	
	YOURSELF WITH	of America		2021			
	SOFTNESS						
Vuori, Inc.	THE RISE. THE	United States	Registered	May 18,	Dec 12,	87455888	5355113
	SHINE.	of America		2017	2017		
Vuori, Inc.	V VUORI Stylized	United States	Registered	Aug 13,	Mar 17,	77545943	3591068
	(Lower Case)	of America		2008	2009		

			2021		of America		
	90843159		Jul 22,	Pending	United States	Vuori Box	Vuori, Inc.
			2021		of America		
	90582159		Mar 16,	Allowed	United States	Vuori Box	Vuori, Inc.
			2023		of America	BLISSBLEND	
	97755672		Jan 16,	Pending	United States	VUORI	Vuori, Inc.
			2021		of America		
	97049481		Sep 28,	Pending	United States	VUORI ACTV CLUB	Vuori, Inc.
			2016		of America		
5053716	86912432	Oct 4, 2016	Feb 18,	Registered	United States	VUORI	Vuori, Inc.
			2021		of America		Inc.
	90464485		Jan 13,	Allowed	United States	VUORI	90464473Vuori,
			2022		of America	BLISSBLEND	
	97729390		Dec 22,	Pending	United States	V1 Logo &	Vuori, Inc.
		2017	2016		of America		
5204169	87188300	May 16,	Sep 29,	Registered	United States	V1 Logo	Vuori, Inc.
			2021		of America		
	90466113		Jan 14,	Allowed	United States	V1 Logo	Vuori, Inc.

TRADEMARK
REEL: 008108 FRAME: 0728

RECORDED: 06/24/2023