

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAIR EYEWEAR, INC.		01/17/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	383 Madison Avenue, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	97830535	THE JESSIE	
Serial Number:	97798412	THE HARPER	
Serial Number:	97798414	THE MURPHY	
Serial Number:	97798416	THE QUINN	
Serial Number:	98022060	PAIR	
Serial Number:	98022065	PAIR	
Serial Number:	97832749	THE DREW	
Registration Number:	6542021	PP	
Serial Number:	98030500	THE TWAIN	
Serial Number:	98030502	THE LARKIN	
Serial Number:	98030503	THE KIRBY	
Serial Number:	98030504	THE CASPER	
Serial Number:	98030505	THE REESE	
Serial Number:	98030506	THE OTIS	
Serial Number:	98030508	THE SOTO	
Serial Number:	98030510	THE FINLEY	
Serial Number:	98030512	THE ELLA	
Serial Number:	98030513	THE WANDA	

OP \$465.00 97830535

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: 8004945225
Email: ipteam@coagencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	2239201 TM
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NAME OF SUBMITTER:	Julia Brow
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SIGNATURE:	/Julia Brow/
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DATE SIGNED:	01/18/2024
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of January 17, 2024, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and PAIR EYEWEAR, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit and Security Agreement, by and among Lender and the Loan Parties, dated as of July 12, 2022, as amended by that certain First Amendment to Credit and Security Agreement dated as of the same date hereof (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, collectively, the “Credit Agreement”; capitalized terms used herein are as defined in the Credit Agreement). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the Obligations of Grantor to Lender under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s Obligations to Lender under the Credit Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those United States copyright applications and copyright registrations set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the United States patent applications and patent publications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those United States trademark applications and trademark registrations set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary, "Intellectual Property Collateral" shall not include any "intent to use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral, upon Grantor's review and approval.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

7. Governing Law. This 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 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).

[Signatures included on the following page]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

PAIR EYEWEAR, INC.

28 West 27th Street, 11th Floor
New York, NY 10001
Attention: Vinesh Patel

DocuSigned by:
By: Nathan Kondamuri
B0FE279788664F4...

Name: Nathan Kondamuri

Title: Co-Chief Executive Officer, President and Treasurer

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

383 Madison Avenue, 22nd Floor
New York, NY 10017
Attention: Alexander Freedman

By: _____

Name: _____

Title: _____

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

PAIR EYEWEAR, INC.

28 West 27th Street, 11th Floor
New York, NY 10001
Attention: Vinesh Patel

By: _____

Name: _____

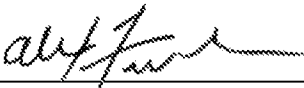
Title: _____

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

383 Madison Avenue, 22nd Floor
New York, NY 10017
Attention: Alexander Freedman

By:  _____

Name: Alexander Freedman

Title: Vice President

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008320 FRAME: 0270

EXHIBIT A

Copyrights

NONE

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>

EXHIBIT B

Patents

Grantor	Description	Application Number	Filing Date	Publication Number	Publication Date	Patent Number	Issue Date
Pair Eyewear, Inc.	EYEGLASS WITH REMOVABLY ATTACHABLE TOP	63/272397	10/27/21				
Pair Eyewear, Inc.	EYEGLASS WITH REMOVABLY ATTACHABLE TOP	63/289575	12/14/21				
Pair Eyewear, Inc.	EYEGLASS WITH REMOVABLY ATTACHABLE TOP	17/580483	1/20/2022			11409135	8/9/2022
Pair Eyewear, Inc.	EYEWEAR WITH REMOVABLY ATTACHABLE TOP	17/858908	7/6/2022	2023/0125372 A1	4/27/2023	11809018	11/7/2023
Pair Eyewear, Inc.	REMOVABLY ATTACHABLE TOP FRAME FOR EYEWEAR	18/125650	3/23/2023	2023/0229024 A1	7/20/2023	11762223	9/19/2023
Pair Eyewear, Inc.	REMOVABLY ATTACHABLE TOP FRAME FOR EYEWEAR	18/365940	8/4/2023	2023/0393420 A1	12/7/2023		
Pair Eyewear, Inc.	GLASSES FRAMES	29/775184	3/22/2021				
Pair Eyewear, Inc.	GLASSES FRAMES	29/914180	10/13/2023				
Pair Eyewear, Inc.	GLASSES FRAMES	29/914182	10/13/2023				
Pair Eyewear, Inc.	GLASSES FRAMES	29/914183	10/13/2023				
Pair Eyewear, Inc.	GLASSES FRAMES	29/914184	10/13/2023				
Pair Eyewear, Inc.	EYEWEAR FRAME	29/877575	6/8/2023				
Pair Eyewear, Inc.	EYEWEAR FRONT FRAME	29/877592	6/8/2023				
Pair Eyewear, Inc.	EYEWEAR FRAME	29/877594	6/8/2023				

Pair Eyewear, Inc.	EYEWEAR FRONT FRAME	29/877599	6/8/2023				
Pair Eyewear, Inc.	EYEWEAR FRAME	29/877593	6/8/2023				
Pair Eyewear, Inc.	EYEWEAR FRONT FRAME	29/877595	6/8/2023				
Pair Eyewear, Inc.	EYEWEAR FRAME	29/877642	6/9/2023				
Pair Eyewear, Inc.	EYEWEAR FRONT FRAME	29/877598	6/8/2023				
Pair Eyewear, Inc.	EYEWEAR FRAME	29/877600	6/8/2023				
Pair Eyewear, Inc.	EYEWEAR FRONT FRAME	29/877603	6/8/2023				
Pair Eyewear, Inc.	GLASSES FRAMES	29/775188	3/22/2021				
Pair Eyewear, Inc.	GLASSES FRAMES	29/877690	6/9/2023				
Pair Eyewear, Inc.	GLASSES FRAMES	29/894744	6/13/2023				

EXHIBIT C

Trademarks

Grantor	Description	Application Number	Filing Date	Registration Number	Registration Date
Pair Eyewear, Inc.	THE JESSIE	97/830535	3/9/2023		
Pair Eyewear, Inc.	THE HARPER	97/798412	2/16/2023		
Pair Eyewear, Inc.	THE MURPHY	97/798414	2/16/2023		
Pair Eyewear, Inc.	THE QUINN	97/798416	2/16/2023		
Pair Eyewear, Inc.	PAIR	98/022060	5/31/2023		
Pair Eyewear, Inc.	PAIR Logo	98/022065	5/31/2023		
Pair Eyewear, Inc.	THE DREW	97/832749	3/10/2023		
Pair Eyewear, Inc.	PP And Design	88/827822	3/10/2020	6542021	11/2/2021
Pair Eyewear, Inc.	THE TWAIN	98/030500	6/6/2023		
Pair Eyewear, Inc.	THE LARKIN	98/030502	6/6/2023		
Pair Eyewear, Inc.	THE KIRBY	98/030503	6/6/2023		
Pair Eyewear, Inc.	THE CASPER	98/030504	6/6/2023		
Pair Eyewear, Inc.	THE REESE	98/030505	6/6/2023		
Pair Eyewear, Inc.	THE OTIS	98/030506	6/6/2023		
Pair Eyewear, Inc.	THE SOTO	98/030508	6/6/2023		
Pair Eyewear, Inc.	THE FINLEY	98/030510	6/6/2023		
Pair Eyewear, Inc.	THE ELLA	98/030512	6/6/2023		
Pair Eyewear, Inc.	THE WANDA	98/030513	6/6/2023		