

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI72686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Larger Than Average, LLC		03/05/2024	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Company Name:	Altacrest Management LLC		
Street Address:	2801 WOODSIDE ST		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75204		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	88348878	BIG BLANKET CO	
Serial Number:	97838064	HIDEOUT HOODIE	
Serial Number:	90466535	ORIGINAL STRETCH	
Serial Number:	90467069	THE BIGGEST, BEST BLANKETS IN THE WORLD	
Serial Number:	90466635	PREMIER PLUSH	
Serial Number:	88348881	BIG BLANKET	
Serial Number:	90467066	SMALL BLANKETS SUCK	
Serial Number:	90467073	B	
Serial Number:	97243648	BIG BLANKET	
Serial Number:	97838077	SATEEN DREAM	
Serial Number:	97243641	BIG BLANKET CO	
Serial Number:	97838094	BIG BEDDING	
Serial Number:	90466586	PREMIUM WOVEN	
Serial Number:	90467061	XL WEIGHTED	
Serial Number:	90467067	WARNING YOU CAN GET LOST IN THIS BLANKET	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (804)7754391
Email: trademarks@mcguirewoods.com
Correspondent Name: Christel Harlacher
Address Line 1: 800 East Canal Street
Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER:	2074803-0007
NAME OF SUBMITTER:	DEVON WESTRAY
SIGNATURE:	DEVON WESTRAY
DATE SIGNED:	03/07/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Trademark Security Agreement”) made as of this 5th of March, 2024, by Larger Than Average, LLC, a Missouri limited liability company (the “Grantor”), in favor of Altacrest Management LLC, a Texas limited liability company, in its capacity as Collateral Agent for the holders of the Obligations (in such capacity, “Collateral Agent”):

WITNESSETH

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of February 27, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among the Grantor, the Holders from time to time party thereto, and Altacrest Management, LLC, a Texas limited liability company, in its capacity as Collateral Agent for the Holders, Collateral Agent and the Holders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Collateral Agent, for the benefit of the holders of the Obligations, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (b) all renewals thereof.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of the holders of the Obligations, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks, including those United States Trademark registrations and applications referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed to Grantor, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to Collateral Agent, or any of the Holders, whether or not they are unenforceable or not allowable due to the existence of any insolvency proceeding under the Bankruptcy Code or otherwise involving Grantor.

4. LOAN AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the holders of the Obligations, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks of Grantor, provided that Collateral Agent shall promptly provide a copy of such amended schedule to Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

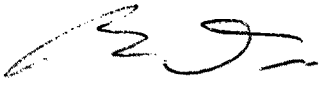
7. CHOICE OF LAW, VENUE AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISION REGARDING CHOICE OF LAW, VENUE AND JUDICIAL REFERENCE SET FORTH IN

SECTION 19 OF THE LOAN AGREEMENT, AND SUCH PROVISION IS INCORPORATED
HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Remainder of page left intentionally blank; signature pages follow.]

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

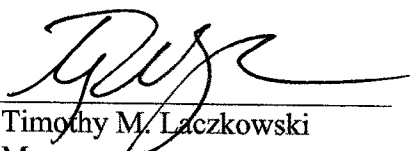
LARGER THAN AVERAGE, LLC

By: 
Name: Brien Davis
Title: Vice President

[Signature page to Trademark Security Agreement]

Agreed and Accepted
As of the Date First Written Above:

ALTACREST MANAGEMENT, LLC,
as Collateral Agent

By: 
Name: Timothy M. Laczkowski
Title: Manager

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 008363 FRAME: 0444

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations / Applications

Owner	Trademark	Serial No.	App Number/ App Date	Reg Number/ Reg Date
Larger than Average, LLC	BIG BLANKET CO	88348878	March 20, 2019	July 30, 2019
Larger than Average, LLC	HIDEOUT HOODIE	97838064	March 14, 2023	N/A (pending)
Larger than Average, LLC	ORIGINAL STRETCH	90466535	January 14, 2021	April 12, 2022
Larger than Average, LLC	THE BIGGEST, BEST BLANKETS IN THE WORLD	90467069	January 14, 2021	March 08, 2022
Larger than Average, LLC	PREMIER PLUSH	90466635	January 14, 2021	March 08, 2022
Larger than Average, LLC	BIG BLANKET	88348881	March 20, 2019	July 30, 2019
Larger than Average, LLC	SMALL BLANKETS SUCK	90467066	January 14, 2021	November 16, 2021
Larger than Average, LLC	B (Logo)	90467073	January 14, 2021	November 16, 2021
Larger than Average, LLC	BIG BLANKET	97243648	January 28, 2022	N/A (pending)
Larger than Average, LLC	SATEEN DREAM	97838077	March 14, 2023	N/A (pending)
Larger than Average, LLC	BIG BLANKET CO	97243641	January 28, 2022	N/A (pending)
Larger than Average, LLC	BIG BEDDING	97838094	March 14, 2023	N/A (pending)
Larger than Average, LLC	PREMIUM WOVEN	90466586	January 14, 2021	March 8, 2022
Larger than Average, LLC	XL WEIGHTED	90467061	January 14, 2021	March 8, 2022
Larger than Average, LLC	WARNING YOU CAN GET LOST IN THIS BLANKET	90467067	January 14, 2021	November 16, 2021
Larger than Average, LLC	BIG BLANKET CO	88348878	March 20, 2019	July 30, 2019