

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI128412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
It's Never 2 Late, LLC		03/28/2024	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Company Name:	Wells Fargo Bank, National Association		
Street Address:	1800 Century Park East, Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6444424	IN2L	
Registration Number:	6980885	IT'S NEVER 2 LATE	
Registration Number:	6444425	IT'S NEVER 2 LATE	
Registration Number:	6713783	SPARK ENGAGE SHINE	
Registration Number:	6521461	SPARK ENGAGE SHINE	
Registration Number:	6521462	IN2L	
Registration Number:	6521463	IN2L	
Registration Number:	6713784	IN2L SPARK · ENGAGE · SHINE	
Registration Number:	6521464	IN2L SPARK · ENGAGE · SHINE	
Registration Number:	4423821	IT'S NEVER 2 LATE	
Registration Number:	4205635	IN2L	
Registration Number:	4221167		
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Felicia D Gordon		

CH \$315.00.00 90037907

Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 22004

ATTORNEY DOCKET NUMBER: 058438.14.974

NAME OF SUBMITTER: FELICIA GORDON

SIGNATURE: FELICIA GORDON

DATE SIGNED: 04/01/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 28, 2024 (this “Trademark Security Agreement”), is made by each signatory hereto listed under “Pledgors” (each a “Pledgor” and collectively, the “Pledgors”), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of March 28, 2024 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, It’s Never 2 Late, LLC, a Colorado limited liability company (the “Borrower”), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

(a) each Trademark, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations and extensions thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

This Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Pledged Collateral by the terms of the Security Agreement, including in any Excluded Property.

Notwithstanding any of the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

IT'S NEVER 2 LATE, LLC,
a Colorado limited liability company

By: Mark Wenden
Name: Mark Wenden
Title: Vice President

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

IT'S NEVER 2 LATE, LLC

By: _____

Name:

Title:

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By:



Name: Marsha Mansour

Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
It's Never 2 Late, LLC	IN2L	6444424
It's Never 2 Late, LLC	IT'S NEVER 2 LATE	6980885
It's Never 2 Late, LLC	IT'S NEVER 2 LATE	6444425
It's Never 2 Late, LLC	SPARK ENGAGE SHINE	6713783
It's Never 2 Late, LLC	SPARK ENGAGE SHINE	6521461
It's Never 2 Late, LLC	IN2L and Design 	6521462
It's Never 2 Late, LLC	IN2L and Design 	6521463
It's Never 2 Late, LLC	IN2L SPARK · ENGAGE · SHINE and Design 	6713784
It's Never 2 Late, LLC	IN2L SPARK · ENGAGE · SHINE and Design 	6521464
It's Never 2 Late, LLC	IT'S NEVER 2 LATE	4423821
It's Never 2 Late, LLC	IN2L	4205635
It's Never 2 Late, LLC	Design Only 	4221167

United States Trademark Applications:

None.