

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI159312

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merchsource, LLC		04/04/2024	Limited Liability Company: DELAWARE
ThreeSixty Brands Group, LLC		04/04/2024	Limited Liability Company: DELAWARE
Vornado Air, LLC		04/04/2024	Limited Liability Company: DELAWARE
ThreeSixty Sourcing Limited		04/04/2024	Partnership: DELAWARE

## RECEIVING PARTY DATA

<b>Company Name:</b>	Wells Fargo Bank, N.A., as Administrative Agent
<b>Street Address:</b>	1800 Century Park East
<b>Internal Address:</b>	Suite 1100
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90067
<b>Entity Type:</b>	National Banking Association: CALIFORNIA

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	90823976	DREAM DOUGH
Serial Number:	97093857	POWERBOOST FLEX
Serial Number:	97672208	RELIEF NOW WELLNESS ALWAYS
Serial Number:	90978797	SPASTUDIO
Serial Number:	90529855	SHARPER IMAGE
Serial Number:	98315208	TOMORROW'S TOMORROW
Serial Number:	98136027	SIMPLETANK
Serial Number:	98439199	
Serial Number:	98439224	
Serial Number:	98439250	STYLIZED WORD STEAMFAST
Serial Number:	98439264	STYLIZED WORD STEAMFAST
Serial Number:	98439279	STEAMFAST
Serial Number:	98439322	STEAMFAST

CH \$340.00.00 90823976

**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:** 2128598000  
**Email:** teas@friedfrank.com  
**Correspondent Name:** Julianne Simson Esq.  
**Address Line 1:** One New York Plaza  
**Address Line 2:** 27th Floor  
**Address Line 4:** New York, NEW YORK 10004

<b>ATTORNEY DOCKET NUMBER:</b>	003043-00005
<b>NAME OF SUBMITTER:</b>	KATELYN JAMES
<b>SIGNATURE:</b>	KATELYN JAMES
<b>DATE SIGNED:</b>	04/11/2024

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as April 4, 2024, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Wells Fargo Bank, N.A. (as successor-in-interest by assignment from General Electric Company), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

## WITNESSETH:

A. Pursuant to the Credit Agreement, dated as of October 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among 360 HOLDINGS III CORP., a Delaware corporation (“Topco Borrower”), MERCHSOURCE, LLC, a Delaware limited liability company (“MerchSource”), VORNADO AIR, LLC, a Delaware limited liability company (“Vornado”) (Topco Borrower, MerchSource and Vornado are sometimes referred to herein collectively as “US Borrowers” and individually as a “US Borrower”), THREESIXTY SOURCING LIMITED, a company incorporated in Hong Kong with limited liability (“ThreeSixty” or “HK Borrower”; US Borrowers and HK Borrowers are sometimes referred to herein collectively as “Borrowers” and individually as a “Borrower”), and each of the other entities listed on the signature pages thereto or that becomes a party thereto, the Lenders and Wells Fargo Bank, N.A., as Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

B. Each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 1, 2015 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

C. All of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and valid and continuing security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto, other than Excluded Property;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement 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.

Section 6. Governing Law. This Trademark Security Agreement 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.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**MERCHSOURCE, LLC**

as Grantor

By:   
Name: David Unter  
Title: Chief Financial Officer

**THREESIXTY BRANDS GROUP, LLC**

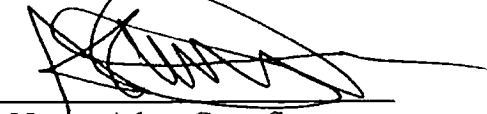
as Grantor

By:   
Name: David Unter  
Title: Chief Financial Officer

**VORNADO AIR, LLC**

as Grantor

By: \_\_\_\_\_



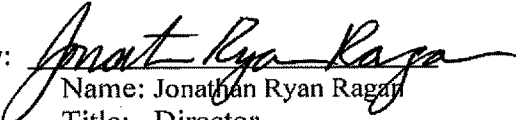
Name: Adam Gromfin

Title: Chief Legal Officer

*[Signature Page to Trademark Security Agreement – ABL]*

**TRADEMARK  
REEL: 008395 FRAME: 0503**

**THREESIXTY SOURCING LIMITED**  
as Grantor

By:   
Name: Jonathan Ryan Ragas  
Title: Director

*[Signature Page to Trademark Security Agreement – ABL]*

ACCEPTED AND AGREED  
as of the date first above written:

**WELLS FARGO BANK, N.A.,**  
as Agent

By: *Ben Culler*  
Name: Ben Culler  
Title: Director, Authorized Signatory



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications:

<b>Owner Information</b>	<b>Mark</b>	<b>Serial Number</b>	<b>Status</b>	<b>Regis. Number</b>	<b>Regis. Date</b>
MerchSource, LLC	DREAM DOUGH	90823976	Registered	7,151,695	8/29/2023
MerchSource, LLC	POWERBOOST FLEX	97093857	Registered	7305495	2/13/2024
MerchSource, LLC	RELIEF NOW WELLNESS ALWAYS	97672208	Registered	7,242,296	12/12/2023
MerchSource, LLC	SPASTUDIO	90978797	Registered	7,208,357	10/31/2023
ThreeSixty Brands Group LLC	SHARPER IMAGE	90529855	Registered	7,219,233	11/14/2023
ThreeSixty Brands Group LLC	TOMORROW'S TOMORROW (Word Mark)	98315208	Pending	N/A	N/A
Vornado Air, LLC	SIMPLETANK	98136027	Pending	N/A	N/A
Vornado Air, LLC	STEAMFAST FLOWER LOGO	98439199	Pending	N/A	N/A
Vornado Air, LLC	STEAMFAST FLOWER LOGO	98439224	Pending	N/A	N/A
Vornado Air, LLC	STEAMFAST WITH FLOWER LOGO	98439250	Pending	N/A	N/A
Vornado Air, LLC	STEAMFAST WITH FLOWER LOGO	98439264	Pending	N/A	N/A
Vornado Air, LLC	STEAMFAST	98439279	Pending	N/A	N/A
Vornado Air, LLC	STEAMFAST	98439322	Pending	N/A	N/A

*[Schedule 1 to Trademark Security Agreement - ABL]*