

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI159441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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
ThreeSixty Sourcing Limited		04/04/2024	Partnership: DELAWARE
Vornado Air, LLC		04/04/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 14			
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	
Serial Number:	90738861	BODYSCAN	

CH \$365.00.00 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

ATTORNEY DOCKET NUMBER:	003043-00005
NAME OF SUBMITTER:	KATELYN JAMES
SIGNATURE:	KATELYN JAMES
DATE SIGNED:	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 Wilmington Savings Fund Society, FSB, 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 March 1, 2017 (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 (“Borrower”), 360 HOLDINGS II CORP., a Delaware corporation, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

B. Each Grantor has agreed pursuant to a Security Agreement, dated as of March 1, 2017 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

C. All of the Grantors are party to the 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 Borrower 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 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. 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 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 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

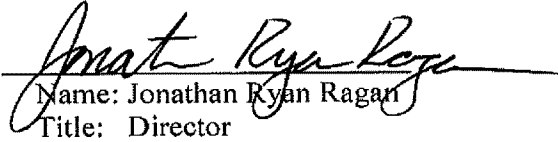
as Grantor

By: 
Name: David Unter
Title: Chief Financial Officer

THREESIXTY SOURCING LIMITED

as Grantor

By:

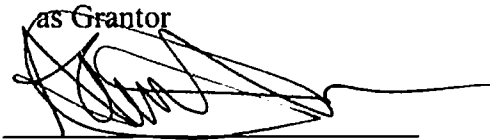

Name: Jonathan Ryan Ragan
Title: Director

[Signature Page to Trademark Security Agreement – Term]

VORNADO AIR, LLC

as Grantor

By:

A handwritten signature in black ink, appearing to read 'Adam Gromfin', written over a horizontal line. The signature is stylized and somewhat cursive.

Name: Adam Gromfin

Title: Chief Legal Officer

[Signature Page to Trademark Security Agreement – Term]

TRADEMARK
REEL: 008395 FRAME: 0684

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Agent

By:  _____

Name: Raye Goldsborough
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications:

Owner Information	Mark	Serial Number	Status	Regis. Number	Regis. Date
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
MerchSource, LLC	BODYSCAN	90738861	Registered	6951671	1/10/2023

[Schedule 1 to Trademark Security Agreement - Term]