TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI213816

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly Execution Date Entity Type			
HAPPY DAD, LLC		05/03/2024	Limited Liability Company: DELAWARE	

RECEIVING PARTY DATA

Company Name:	ASSEMBLED BRANDS CAPITAL FUNDING LLC
Street Address:	15260 Ventura Boulevard, Suite 1135
City:	Sherman Oaks
State/Country:	CALIFORNIA
Postal Code:	91403
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark				
Serial Number:	98376239	BABY DADDY				
Serial Number:	90229564	HAPPY DAD				
Serial Number:	98250904	HAPPY DAD				
Serial Number:	98366228	HAPPY DAD				
Serial Number:	90980248	HAPPY DAD				
Serial Number:	90573848	HAPPY DAD				
Serial Number:	90980249	HAPPY DAD HARD SELTZER				
Serial Number:	90573863	HAPPY DAD HARD SELTZER				
Serial Number:	87844623	HAPPY DAD LIFE AIN'T BAD				
Serial Number:	97730306	HAPPY DOG				
Serial Number:	97730309	HAPPY DOG				
Serial Number:	98248506	HAPPY DAD HARD SELTZER MOM				
Serial Number:	97661329	HAPPY MOM				
Serial Number:	98366231	HAPPY MOM				
Serial Number:	98366229					
Serial Number:	88152686	HAPPY MOM LIFE'S THE BOMB				

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

REEL: 008421 FRAME: 0805 900853101

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: 2123818726

Email: rboghosian@ctswlaw.com

Correspondent Name: Robert Boghosian
Address Line 1: 420 Lexington Avenue

Address Line 2: Suite 2400

Address Line 4: New York, NEW YORK 10170

NAME OF SUBMITTER:Robert BoghosianSIGNATURE:Robert BoghosianDATE SIGNED:05/06/2024

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into as of May 3, 2024 (this "IP Security Agreement") by and between Happy Dad, LLC, a Delaware limited liability company, with a place of business at 3011 South Croddy Way, Santa Ana, CA 92704 ("Grantor") and ASSEMBLED BRANDS CAPITAL FUNDING LLC, a Delaware limited liability company, with a place of business at 15260 Ventura Boulevard, Suite 1135, Sherman Oaks, CA 91403 (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, Grantor has requested that the Lender from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Credit Agreement dated as of even date herewith, by and between the Grantor and the Lender (as may be amended, restated, amended and restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, under the terms of the Credit Agreement, Grantor has granted Lender a security interest in and lien on all of Grantor's assets, including all of Grantor's trademarks, tradenames, trade styles, patents, copyrights, domain names, URLs, IP Addresses and other intellectual property, and Grantor agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Authority.

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants to Lender a security interest in and lien on all of Grantor's right, title and interest in and to Grantor's intellectual property assets, wherever located and whether now owned or hereafter acquired, including without limitation, all trademarks, patents, copyrights, domain names, URLs and IP Addresses, including the trademarks, patents, copyrights, domain names, URLs and IP Addresses set forth in Exhibit 1 attached hereto and incorporated herein by reference, all source codes associated with such intellectual property, all goodwill of the business of Grantor connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, (collectively, the "IP Collateral") provided, however, that IP Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall not be

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excluded from the IP Collateral. For the avoidance of doubt, Grantor acknowledges that the items listed in **Exhibit 1-1** to this IP Security Agreement are not United States intent-to-use trademark applications and Lender shall have a security interest in and lien on the items listed in **Exhibit 1-1** to this IP Security Agreement. For the avoidance of doubt, a security interest in and lien on the IP Collateral has been granted by Grantor to Lender pursuant to the Credit Agreement and Lender shall have all rights and remedies with respect to the IP Collateral as set forth in the Credit Agreement.

- 2. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Lender.
- 3. <u>Loan Documents</u>. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit Agreement shall control, except in connection with goodwill in which case this IP Security Agreement shall control. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies. In furtherance thereof, upon the occurrence of an Event of Default, Lender shall have all rights and remedies as set forth in the Credit Agreement with respect to the IP Collateral.
- 4. <u>Execution in Counterparts</u>. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.
- 5. <u>Successors and Assigns</u>. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This IP Security 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 IP Security 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).

[Signature Page Follows]

2

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed as of the day and year first above written.

GRANTOR:

HAPPY DAD, LLC,

a Delaware limited liability company

By: Sam Shahidi
Name: Sam Shahidi
Title: Chief Executive Officer

Agreed and accepted:

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC,

a Delaware limited liability company

Michael Lipkin
By:_____

Name: Michael Lipkin

Title: Chief Executive Officer

Signature Page to Intellectual Property Security Agreement

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EXHIBIT 1

List of Trademarks, Patents, Copyrights, Domain Names, URLs and IP Addresses

See Exhibit 1-1 through Exhibit 1-4 attached hereto.

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TRADEMARKS

Exhibit 1 - 1

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EXHIBIT 1-1 Standards 1.50 Pending 25 Jan 2024 Class 32: Seltzer water: Sparkling water United States 98376239 BABY DADDY Class 33: Alcoholic beverages containing tea; Alcoholic tea-based beverages: Alcoholic cocktails; Hard seltzer Registered Class 33: Alcoholic beverages, namely, hard seltzer 90229564 1 Oct 2030 6747848 31 May United States HAPPY DAD 2022 First Use: 10 Jun 2021 / First Use in Commerce: 10 Jun 2021 Pending Class 30: Pizza: Fresh pizza: Frozen pizza: Pizza bases: Pizza sauce 1 Nov 2023 98250904 HAPPY DAD United States Class 32: Seltzer water: Sparkling water Pending 98366228 19 Jan 2024 HAPPY DAD United States Class 33: Alcoholic beverages containing tea; Alcoholic tea-based Class 14: Key chains and Key Rings made of Metal Pending 11 Mar 2021 90980248 HAPPY DAD (Child) United States Class 20: Chairs made of Metal: Portable chairs: folding chairs: Tables made of metal; portable tables, folding tables Class 21: Drinking vessels; drinking cup; drinking glasses; cups; drinking glasses; bottle openers; ice buckets and ice pails; portable

Exhibit 1 -1

Page 1

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	HAPPY DAD (Parent)	United States	90573848	11 Mar 2021			coolers, non-electric Class 24: Towels of linen, cloth and textile: face towels, hand towel. bathing towels, and beach towels, all of textile Class 28: Tables for playing games, namely, tables for playing table tennis and tables for playing beer pong: portable tables for playing games, namely, tables for playing table tennis, and tables for playing beer pong Class 33: Alcoholic beverages, namely, hard seltzer Class 25: Clothing, namely, shirts, t-shirts, tops, blouses, sweatshirts, sweaters, athletic shirts, pants, bottoms, sweatpants; headwear, namely, hats, baseball caps, caps	Pending
Happy Dad	HAPPY DAD HARD SELTZER & Design (Child)	United States	90980249	11 Mar 2021			Class 14: Key chains and Key Rings made of Metal Class 20: Chairs made of Metal; Portable chairs; folding chairs; Tables made of metal; portable tables. folding tables Class 21: Drinking vessels; drinking cup; drinking glasses; cups: drinking glasses bottle openers; ice buckets and ice pails; portable coolers, non-electric Class 24: Towels of linen, cloth and textile: face towels, hand towel, bathing towels, and beach towels, all of textile Class 28: Tables for playing games, namely, tables for playing table tennis, and tables for playing beer pong: portable tables for playing games, namely, tables for playing table tennis, and tables for playing beer pong Class 33: Alcoholic beverages, namely, hard seltzer	Allowed
Нарру Dad	HAPPY DAD HARD SELTZER & Design (Parent)	United States	90573863	11 Mar 2021	*		Class 25: Clothing, namely, shirts, t-shirts, tops, blouses, sweatshirts, sweaters, athletic shirts, pants, bottoms, sweatpants; headwear, namely, hats, baseball caps, caps	Pending
	HAPPY DAD LIFE AIN'T BAD	United States	87844623	22 Mar 2018	5657850	15 Jan 2019	Class 25: Bottoms as clothing: headwear; tops as clothing First Use: 01 Jan 2017 / First Use in Commerce: 01 Aug 2018	Registered
Марру Dog	HAPPY DOG & Design	United States	97730306	23 Dec 2022			Class 18: Clothing for pets: Dog collars: Dog leashes	Pending

Exhibit 1-1 Page 2

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Happy Dog	HAPPY DOG & Design	United States	97730309	23 Dec 2022			Class 21: Dog bowls	Pending
	HAPPY HARD SELTZER MOM & Design	United States	98248506	31 Oct 2023			Class 33: Alcoholie beverages, namely, hard seltzer	Pending
	НАРРҮ МОМ	United States	97661329	3 Nov 2022			Class 25: Clothing, namely, shirts, t-shirts, tops, blouses, sweatshirts, sweaters, athletic shirts, pants, bottoms, sweatpants; headwear, namely, hats, baseball caps, caps	Pending
	НАРРҮ МОМ	United States	98366231	19 Jan 2024			Class 14: Key chains: Key rings of metal Class 20: Chairs: Tables of metal; Folding chairs; Folding tables: Metal chairs Class 21: Cups; Bottle openers; Drinking cups: Drinking glasses: Drinking vessels; Ice buckets: Ice pails: Portable coolers, non-electric; Trays for household purposes: Beer glasses Class 24: Towels: Towels of textile; Bath towels; Beach towels: Cotton hand towels: Face towels; Household linen, including face towels; Kitchen towels Class 28: Table tennis tables; Game tables; Game tables for playing table tennis games: Game tables for playing ping pong games Class 34: Tobacco ash receptacles not of precious metal	Pending
Mappy Ded Mom	Happy Mom Hard Seltzer & Design	United States	98366229	19 Jan 2024			Class 32: Seltzer water: Sparkling water Class 33: Alcoholic beverages containing tea; Alcoholic tea-based beverages	Pending
7	HAPPY MOM LIFE'S THE BOMB	United States	88152686	12 Oct 2018	5933593	10 Dec 2019	Class 25: Hats; hoodies; sweatshirts; T-shirts; tank tops First Use: 31 May 2019 / First Use in Conunerce: 31 May 2019	Registered
***************************************	BORED JERKY	Canada (via Madrid Protocol)	2261388	3 May 2023			Class 14: Key chains; Metal key rings: Plastic key rings Class 25: Clothing, namely, shirts, t-shirts, tops, blouses, sweatshirts, sweaters, athletic shirts, pants, bottoms, sweatpants: Headwear, namely, baseball caps and hats Class 29: Jerky	Pending

Exhibit I - I Page 3 Doc ID: 73ed08cca0ccef8f64f66dd573aaa08abc8895ce

	HAPPY DAD	Canada	2107985	19 May 2021			Class 14: Key chains and key rings made of metal	Pending
							Class 20: Chairs made of metal: portable chairs; folding chairs: tables made of metal: portable tables, folding tables	
							Class 21: Drinking vessels; drinking cup; drinking glasses; cups; glasses; bottle openers; trays for household purposes, namely ash trays; ice buckets and ice pails, namely portable coolers, non-electric	
							Class 24: Towels of linen, cloth and other textile, namely face towels, hand towel, bathing towels, beach towels, all of textile	
							Class 25: Clothing, namely shirts, t-shirts, tops, blouses, sweatshirts, sweaters, athletic shirts, pants, bottoms, sweatpants; headwear, namely hats, baseball caps, caps	
							Class 28: Tables for playing games, namely tables for playing table tennis, tables for playing pong; portable tables for playing games, namely tables for playing table tennis, tables for playing pong	
							Class 31: Alcoholic beverages, namely, hard seltzer	
	HAPPY DAD	Canada	2055290	1 Oet 2020	TMA1169743	8 Mar 2023	Class 33: Alcoholic beverages, namely, hard seltzer	Registered
	HAPPY DOG & Design	Canada	2266661	24 May 2023			Class 18: Clothing for pets: Dog collars: Dog leashes	Pending
		(vin Madrid					Class 21: Dog bowls	
		Protocol)					Class 28: Dog toys	
							Class 31: Dog food; Edible dog treats	
······································	НАРРҮ МОМ	Canada	2226988	17 Nov 2022			Class 33: Alcoholic beverages, namely, hard seltzer	Pending
		(via Madrid Protocol)						
	НАРРҮ МОМ	Canada	2305939	19 Jan 2024			Class 14: Key chains and key rings made of metal	Pending
							Class 20: Chairs made of metal; portable chairs: folding chairs: tables made of metal; portable tables. folding tables	
							Class 21: Drinking vessels: drinking cup: drinking glasses; cups: glasses; bottle openers: trays for household purposes, namely ash trays: ice buckets and ice pails, namely portable coolers, non-electric	
							Class 24: Towels of linen, cloth and other textile, namely face towels. hand towel, bathing towels, beach towels, all of textile	

Exhibit 1 -1 Page 4

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							Class 25: Clothing, namely shirts, t-shirts, tops, blouses, sweatshirts, sweaters, athletic shirts, pants, bottoms, sweatpants; headwear, namely hats, baseball caps, caps Class 28: Tables for playing games, namely tables for playing table tennis, tables for playing pong; portable tables for playing games, namely tables for playing table tennis, tables for playing pong Class 32: Sparkling water; seltzer water Class 33: Alcoholic beverages containing tea; alcoholic tea-based beverages	
	BORED JERKY	Madrid Protocol Designated Jurisdictions: Canada	1732781	3 May 2023	1732781	3 May 2023	Class 14: Key chains; Metal key rings: Plastic key rings Class 25: Clothing, namely, shirts, t-shirts, tops, blouses, sweatshirts, sweaters, athletic shirts, pants, bottoms, sweatpants; Headwear, namely, baseball caps and hats Class 29: Jerky	Registered
Happy Dog	HAPPY DOG & Design	Madrid Protocol Designated Jurisdictions: Canada	1737697	24 May 2023	1737697	24 May 2023	Class 18: Clothing for pets; Dog collars: Dog leashes Class 21: Dog bowls Class 28: Dog toys Class 31: Dog food: Edible dog treats	Registered
	НАРРУ МОМ	Madrid Protocol Designated Jurisdictions: Canada	1700091	17 Nov 2022	1700091	17 Nov 2022	Class 33: Alcoholie beverages, namely, hard seltzer	Registered

Exhibit 1 -1 Page 5

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PATENTS

None

COPYRIGHTS

None

Exhibit 1 - 3

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DOMAIN NAMES, URLS and IP ADDRESSES

Domain Name and Social Media Handle	URL	IP Address	Login	Registrant	Registrar	User ID	Password
Happy Dad Website and Shopify	https://happydad. com	23.227.38.6	Provided separately to Lender	Name: Registration Private Organization: Domains By Proxy, LLC	https://www.c loudflare.com /	Provided separately to Lender	Provided separately to Lender
Happy Dad Amazon	https:// www.amazon.co m/s? me=A273L 0307DBIXV&m arketplaceID=A TVPDKIKX0DE		Provided separately to Lender			Provided separately to Lender	Provided separately to Lender
Happy Dad Instagram	https://www.inst agram.com/happ ydad		Provided separately to Lender			Provided separately to Lender	Provided separately to Lender
Happy Dad Twitter	https://twitter.co m/happydad		Provided separately to Lender			Provided separately to Lender	Provided separately to Lender
TikTok	https://www.tikt ok.com/@happy dad		Provided separately to Lender			Provided separately to Lender	Provided separately to Lender

Exhibit 1 - 4

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