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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI236592

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Assignment of Security Interest

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		05/14/2024	Corporation: CALIFORNIA

# **RECEIVING PARTY DATA**

Company Name:	NaHCO3 CI, LLC
Street Address:	455 NE 5TH Ave, Ste D-479
City:	Delray Beach
State/Country:	FLORIDA
Postal Code:	33483
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	87641015	SPRINGS LEGGING
Serial Number:	87672992	RECWEAR
Serial Number:	87161403	OUTDOOR VOICES DOG JOG
Serial Number:	87161398	OV DOG JOG
Serial Number:	86745131	DOING THINGS
Serial Number:	86725045	APPAREL FOR RECREATION
Serial Number:	86554418	OV
Serial Number:	86554408	OUTDOOR VOICES

# **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:** 6173105206

Email: FayerbergR@gtlaw.com
Correspondent Name: Mr. Roman Fayerberg
Address Line 1: Greenberg Traurig, LLP

Address Line 2: One International Place, Suite 2000 Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 224346.010100

NAME OF SUBMITTER: Katie Roell

TRADEMARK
REEL: 008433 FRAME: 0847

900855793

SIGNATURE:	Katie Roell
DATE SIGNED:	05/16/2024
Total Attachments: 4	
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## ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Assignment of Intellectual Property Security Agreement (this "<u>Assignment</u>") is made this 14<sup>th</sup> day of May, 2024, by Silicon Valley Bank, a division of First-Citizens Bank & Trust Company (the "<u>Original Assignee</u>") in favor of NaHCO3 CI, LLC, a Delaware limited liability company (the "<u>New Assignee</u>").

WHEREAS, the Original Assignee is party to that certain Intellectual Property Security Agreement, dated as of April 26, 2018 (the "<u>Intellectual Property Security Agreement</u>"), pursuant to which Outdoor Voices Inc., a Delaware corporation (the "<u>Grantor</u>") granted to the Original Assignee a security interest in certain trademarks, including, without limitation, trademarks identified in **Schedule A** (collectively, the "<u>Trademark Collateral</u>"); and

WHEREAS, the Intellectual Property Security Agreement was recorded at the United States Patent and Trademark Office on April 27, 2018 at Reel and Frame No. 6356/0894, pursuant to which each Grantor confirmed the grant to the Original Assignee of a security interest in the Trademark Collateral; and

WHEREAS, the Original Assignee and the New Assignee are parties to that certain Non-Recourse Loan Document Sale and Assignment Agreement, dated as of October 23, 2023, by and among the New Assignee and the Original Assignee (the "Non-Recourse Loan Document Sale and Assignment Agreement") pursuant to which the Original Assignee has sold, assigned and transferred to the New Assignee all of the Original Assignee's right, title and interest in, to and under the existing loan documents and related security interest in the Trademark Collateral among the Original Assignee's right, title and interest in, to and under the existing loan documents and related security interest in the Trademark Collateral among the Original Assignee and the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, this Assignment will confirm that the Original Assignee has sold, assigned and transferred to the New Assignee, its successors or assigns, without representation or warranty by or recourse to the Original Assignee except as expressly set forth in the Non-Recourse Loan Document Sale and Assignment Agreement, all right, title and interest of the Original Assignee in and to the Intellectual Property Security Agreement and all rights, privileges and obligations thereunder.

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IN WITNESS WHEREOF, the Original Assignee has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

# FIRST-CITIZENS BANK & TRUST COMPANY

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By:	Jun	. On	1	 
Name: S	Sam Sima	is		
Title: Vi	ice Presid	lent		

# AGREED AND ACCEPTED BY:

NaHCO3 CI, LLC

IN WITNESS WHEREOF, the Original Assignee has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

# FIRST-CITIZENS BANK & TRUST COMPANY

By:	
Name: Sam Simas	
Title: Vice President	

# **AGREED AND ACCEPTED BY:**

NaHCO3 CI, LLC

Name Devin Wagman Title: Managing Director

# SCHEDULE A

# **TRADEMARKS**

Description	Serial No.	Filing Date	Jurisdiction
SPRINGS LEGGING	87641015	10/11/2017	U.S.
RECWEAR	87672992	11/06/2017	U.S.
OUTDOOR VOICES	87161403	09/06/2016	U.S.
DOG JOG			
OV DOG JOG	87161398	09/06/2016	U.S.
DOING THINGS	86745131	09/02/2015	U.S.
APPAREL FOR	86725045	08/14/2015	U.S.
RECREATION			
OV	86554418	03/05/2015	U.S.
OUTDOOR VOICES	86554408	03/05/2015	U.S.

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**RECORDED: 05/16/2024**