

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mohawk Group, Inc.		10/16/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, as agent		
Street Address:	7255 WOODMONT AVENUE, SUITE 200		
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4952104	SUNLABZ	
Registration Number:	4927682	SUNLABZ	
Serial Number:	86375699	XTAVA	
Serial Number:	87580963	XTAVA	
Serial Number:	87580987	XTAVA	
Serial Number:	87580931	XTAVA	
Serial Number:	87580322	XTAVA	
Serial Number:	87529737	XTAVA	
Serial Number:	86728380	RIF6	
Serial Number:	87199252	VREMI	
Serial Number:	87089661	HOME	
Serial Number:	87504083	HOME	
Serial Number:	87622923	DEOXYGENATOR	
Serial Number:	87621266	DEOX	
Serial Number:	87073482	SPELLY STRAWS	
Serial Number:	87072659	SPELLYSTRAWS	
Serial Number:	87070875	NITROGENATOR	
Serial Number:	87120041	AIMEE	

CH \$465.00 4952104

CORRESPONDENCE DATA**Fax Number:** 7036106200*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:** +1 703 610 6100**Email:** boxip@hoganlovells.com**Correspondent Name:** Valerie Brennan of Hogan Lovells US LLP**Address Line 1:** 7930 Jones Branch Drive, 9th Floor**Address Line 2:** Attn: Box Intellectual Property**Address Line 4:** McLean, VIRGINIA 22102

NAME OF SUBMITTER:	Valerie Brennan
SIGNATURE:	/vb/
DATE SIGNED:	10/18/2017

Total Attachments: 19

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 16th day of October, 2017 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent") and **MOHAWK GROUP, INC.**, a Delaware corporation ("Mohawk") and each of its direct and indirect subsidiaries set forth on the signature pages hereto as a grantor (together with any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement, by and between Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part

of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Patents”);

(e) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Trademarks”);

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT

BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

MOHAWK GROUP, INC.

By: _____ (SEAL)
Name: Yaniv Sarig
Title: CEO

XTAVA LLC

By: _____ (SEAL)
Name: Yaniv Sarig
Title: President

SUNLABZ LLC

By: _____ (SEAL)
Name: Yaniv Sarig
Title: President

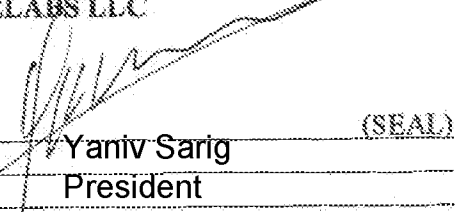
RIF6 LLC

By: _____ (SEAL)
Name: Yaniv Sarig
Title: President

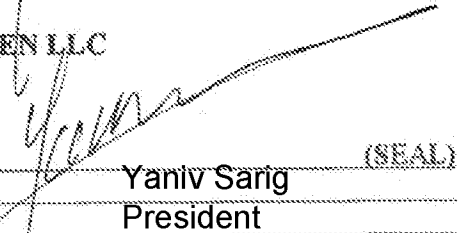
VREMI LLC

By: _____ (SEAL)
Name: Yaniv Sarig
Title: President

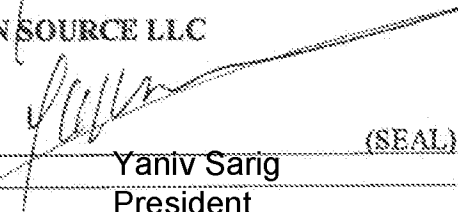
HOMELABS LLC

By:  (SEAL)
Name: Yaniv Sarig
Title: President

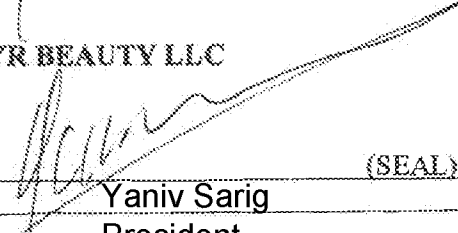
VIDAZEN LLC

By:  (SEAL)
Name: Yaniv Sarig
Title: President

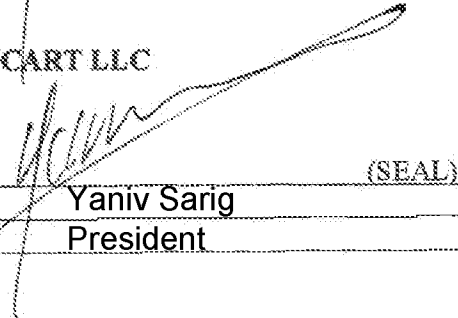
URBAN SOURCE LLC

By:  (SEAL)
Name: Yaniv Sarig
Title: President

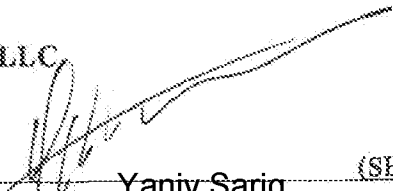
ZEPHYR BEAUTY LLC

By:  (SEAL)
Name: Yaniv Sarig
Title: President

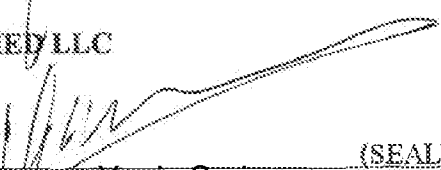
DISCOCART LLC

By:  (SEAL)
Name: Yaniv Sarig
Title: President


VUETI LLC

By:  (SEAL)
Name: Yaniv Sarig
Title: President

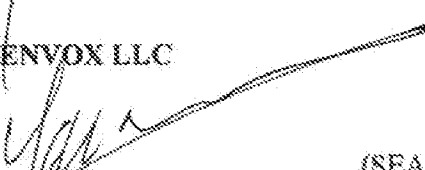
PUNCHED LLC

By:  (SEAL)
Name: Yaniv Sarig
Title: President

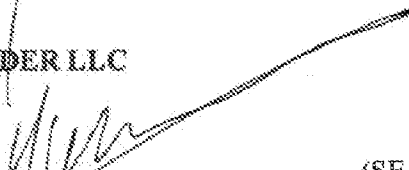
SWEETHOMEDEALZ LLC

By:  (SEAL)
Name: Yaniv Sarig
Title: President

KITCHENVOX LLC

By:  (SEAL)
Name: Yaniv Sarig
Title: President

EXORIDER LLC

By:  (SEAL)
Name: Yaniv Sarig
Title: President

KINETIC WAVE LLC

By: _____ (SEAL)
Name: Yaniv Sarig
Title: President

3GIRLSFROMNY LLC

By: _____ (SEAL)
Name: Yaniv Sarig
Title: President

CHICALLEY LLC

By: _____ (SEAL)
Name: Yaniv Sarig
Title: President

BOXWHALE LLC

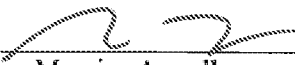
By: _____ (SEAL)
Name: Yaniv Sarig
Title: President

AGENT:

MIDCAP FINANCIAL TRUST

**By: Apollo Capital Management, L.P.,
its investment manager**

**By: Apollo Capital Management GP, LLC,
its general partner**

By:  (SEAL)

Name: Maurice Amsellem

Title: Authorized Signatory

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

See Attached.

Loan Party	Country	Patents / Registration or Application Numbers	Trademarks / Registration or Application Numbers	Copyrights / Registration or Application Numbers	Mark
Mohawk Innovations Ltd*	US	15/244,632			
Mohawk Innovations Ltd*	US	15/235,389			
Mohawk Group, Inc.	US	15/186,185			
Mohawk Innovations Ltd*	US	29/575,768			
Mohawk Innovations Ltd*	US	15/259,675			
Mohawk Innovations Ltd*	US	29/577,740			
Mohawk Innovations Ltd*	US	29/578,454			
Mohawk Innovations Ltd*	US	62/403,208			
Mohawk Innovations Ltd*	US	29/580,486			
Mohawk Innovations Ltd*	US	15/244,632			
Mohawk Innovations Ltd*	US	15/386,331			
Mohawk Innovations Ltd*	US	29/591,226			
Mohawk Innovations Ltd*	US	29/575,768			
Mohawk Innovations Ltd*	US	15/599,079			
Mohawk Innovations Ltd*	US	29/605,695			

Mohawk Group, Inc.	PCT	PCT/US17/37538			
Mohawk Innovations Ltd*	PCT	PCT/US17/45654			
Mohawk Innovations Ltd*	US	62/554,454			
Mohawk Innovations Ltd*	PCT	PCT/US17/50162			
Mohawk Innovations Ltd*	PRC	2016/30348150.1			
Mohawk Innovations Ltd*	PRC	2016/30574100.5			
Mohawk Innovations Ltd*	US	15/723,074			

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

See Attached.

Loan Party	Country	Trademarks / Registrations or Application Numbers	Mark
Xtava LLC	US	86375699	xtava
Xtava LLC	EU	1281537	xtava
Xtava LLC	JP	1281537	xtava
Xtava LLC	PRC	1281537	xtava
Xtava LLC	MX	1281537	xtava

Xtava LLC	RUS	1281537	xtava
Xtava LLC	KOR	1281537	xtava
Xtava LLC	PRC	18639076	雅薇嘉
Xtava LLC	CAN	1747085	xtava
Xtava LLC	AUS	1744142	xtava
Xtava LLC	TUR	2016 03550	xtava

Xtava LLC	BRZ	910211531	xtava
Xtava LLC	ID	D00 2015 045702	xtava
Xtava LLC	BRZ	810211590	xtava
Xtava LLC	BRZ	910211680	xtava
Xtava LLC	BRZ	910211817	xtava
Xtava LLC	BRZ	910211965	xtava

Xtava LLC	BRZ	910212147	
Xtava LLC	IN	3295973	
Xtava LLC	US	87580963	xtava
Xtava LLC	US	87580987	xtava
Xtava LLC	US	87580931	xtava
Xtava LLC	US	87580322	xtava
Xtava LLC	US	87529737	xtava
RIF6 LLC	US	86728380	RIF6
RIF6 LLC	EU	1288513	RIF6
RIF6 LLC	MX	1288513	RIF6
RIF6 LLC	IN	3320434	RIF6
RIF6 LLC	PRC	1288513	RIF6
RIF6 LLC	PRC	18638957	锐迪锋
RIF6 LLC	CAN	1758202	RIF6
RIF6 LLC	BRZ	810407800	RIF6
RIF6 LLC	ID	D00 2016 001532	RIF6
RIF6 LLC	JP	1288513	RIF6
RIF6 LLC	TUR	2016/1965 9	RIF6
RIF6 LLC	RUS	1288513	RIF6
RIF6 LLC	AUS	1288513	RIF6
Sunlabz LLC	US	4,952,104	
Sunlabz LLC	US	4,927,682	
Sunlabz	PRC	18639075	森莱博


LLC			
Vremi LLC	PRC	18781118	威乐迷
Vremi LLC	US	87199252	vremi
Vremi LLC	CN, EM, GB, JP, MX, RU.	87199252	vremi
hOmelabs LLC	US	87089661	hOme
hOmelabs LLC	US	87379266	home
hOmelabs LLC	INT'L	87379266	home
hOmelabs LLC	US	87504083	h0me
hOmelabs LLC	US	87622923	deoxygenator
hOmelabs LLC	US	87621266	deox
Mohawk Group, Inc.	US	87073482	
Mohawk Group, Inc.	US	87072659	SpellyStraws
Mohawk Group, Inc.	US	87070875	Nitrogenator
Mohawk Group, Inc.	US	87120041	AIMEE

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.