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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM462059

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: 8

Property Type	Number	Word Mark	
Serial Number:	87685603	STYLING SQUAD	
Serial Number:	87685971	CURL-TO-GIRL	
Serial Number:	87755573	CIRCA	
Serial Number:	87755610	V.FANCY	
Serial Number:	87655346	HOMELABS	
Serial Number:	87693506	HOMELABS SMART BULB	
Serial Number:	87697591	HOMELABS SMART PLUG	
Serial Number:	87657588	PUNCHED	

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: 7036106100

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 22102-3302

ATTORNEY DOCKET NUMBER: 036639.000052

REEL: 006272 FRAME: 0630

900439346

NAME OF SUBMITTER:	Valerie Brennan
SIGNATURE:	/vb/
DATE SIGNED:	02/14/2018
Total Attachments: 20	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the <u>16th</u> day of October, 2017 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "<u>Agent</u>") and **MOHAWK GROUP, INC.**, a Delaware corporation ("<u>Mohawk</u>") 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 "<u>Grantor</u>" and collectively, the "<u>Grantors</u>").

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

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of the same, including without limitation the patents and patent applications set forth on <u>Exhibit B</u> 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

MidCap / Mohawk / IP Security Agreement \\DC - 036639/000001 - 10499304

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.]

MidCap / Mohawk / IP Security Agreement \\DC - 036639/000001 - 10499304

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

GRANTORS:

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Name: Yaniy Sarig Title: CEO	
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MidCap / Mohawk / IP Security Agreement

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MidCap / Mohawk / IP Security Agreement

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MidCap / Mohawk / IP Security Agreement

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By:	Yaniv Sarig	(SEAL)
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Name: _	↓ ∕ Yaniv Sarig	
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By: Name: Title:	Yaniv Sarig President	(SEAL)
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By:	Yaniv Sarig	(SEAL)
Title	President	

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,

its investment manager

By: Apollo Capital Management GP, LLC,

its general partner

(SEAL)

Title: Authorized Signatory

EXHIBIT A

Copyrights

Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>

None.

EXHIBIT B

Patents

<u>Description</u>	Registration/	Registration
	Application	Application
	<u>Number</u>	<u>Date</u>

See Attached.

MOHAWK GROUP, INC.

DISCLOSURE SCHEDULE ADDENDUM

EXHIBIT B

Patents

Loan Party	Country	Patents / Registration or Application Numbers
Mohawk Innovations Ltd	US	29/625,086
hOmeLabs LLC	US	29/625,295
Mohawk Innovations Ltd	US	29/627,405
Mohawk Innovations Ltd	US	29/629,041
Mohawk Innovations Ltd	US	29/629,614
Mohawk Innovations Ltd	US	29/629,932
Mohawk Innovations Ltd	US	29/634,131

EXHIBIT C

Trademarks

<u>Description</u>	Registration/	Registration
	Application	Application
	Number	Date

See Attached.

MOHAWK GROUP, INC. DISCLOSURE SCHEDULE ADDENDUM <u>EXHIBIT C</u> Trademarks

Loan Party	Country	Trademarks / Registration or Application Numbers	Trademark
Xtava LLC	US	87685603	STYLING SQUAD
Xtava LLC	US	87685971	CURL-TO-GIRL
Vremi LLC	US	87755573	CIRCA
Vremi LLC	US	87755610	V.FANCY
hOmeLabs	US	87655346	HOMELABS
LLC			
hOmeLabs	US	87693506	HOMELABS SMART BULB
LLC			
hOmeLabs	US	87697591	HOMELABS SMART PLUG
Punched,	US	87657588	PUNCHED
LLC			

EXHIBIT	D
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Mask Works

<u>Description</u>	Registration/	Registration/
	Application	Application
	<u>Number</u>	<u>Date</u>

None.



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

NOVEMBER 21, 2017

PTAS

VALERIE BRENNAN OF HOGAN LOVELLS US LLP 7930 JONES BRANCH DRIVE, 9TH FLOOR ATTN: BOX INTELLECTUAL PROPERTY MCLEAN, VA 22102

900425464

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/18/2017 REEL/FRAME: 6185/0126 NUMBER OF PAGES: 21

BRIEF: SECURITY INTEREST

ASSIGNOR:

MOHAWK GROUP, INC.

DOC DATE: 10/16/2017
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:

MIDCAP FINANCIAL TRUST, AS AGENT CITIZENSHIP: DELAWARE ENTITY: STATUTORY TRUST

7255 WOODMONT AVENUE, SUITE 200 C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER BETHESDA, MARYLAND 20814

SERIAL NUMBER: 86361975 FILING DATE: 08/08/2014

REGISTRATION NUMBER: 4952104 REGISTRATION DATE: 05/03/2016

MARK: SUNLABZ

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S) / NUMBER(S)

P.O. Box 1450, Alexandria, Virginia 22313-1450 - WWW.USPTO.GOV**TRADEMARK REEL: 006272 FRAME: 0646**

FILING DATE: 08/25/2014 SERIAL NUMBER: 86375699

REGISTRATION NUMBER: REGISTRATION DATE:

MARK: XTAVA

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MARK: RIF6 REGISTRATION DATE: 03/29/2016

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SERIAL NUMBER: 86978148
REGISTRATION NUMBER: 4927682 FILING DATE: 08/08/2014

REGISTRATION DATE: 03/29/2016

MARK: SUNLABZ

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SERIAL NUMBER: 87072659 FILING DATE: 06/15/2016 REGISTRATION NUMBER: 5324942 REGISTRATION DATE: 10/31

REGISTRATION DATE: 10/31/2017

MARK: SPELLYSTRAWS

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 87073482 FILING DATE: 06/16/2016

REGISTRATION NUMBER: REGISTRATION DATE:

MARK: SPELLY STRAWS

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/NUMBER(S)

SERIAL NUMBER: 87089661 FILING DATE: 06/30/2016

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MARK: HOME

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 87120041 FILING DATE: 07/28/2016

REGISTRATION DATE: REGISTRATION NUMBER:

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DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 87199252 FILING DATE: 10/11/2016

REGISTRATION NUMBER: 5318497 REGISTRATION DATE: 10/24/2017

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DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/24/2017 SERIAL NUMBER: 87504083

REGISTRATION NUMBER: REGISTRATION DATE:

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DRAWING TYPE: STANDARD CHARACTER MARK

SERTAL NUMBER: 87529737 FILING DATE: 07/15/2017

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DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 87580322 FILING DATE: 08/23/2017

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DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 87580931 FILING DATE: 08/23/2017

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SERIAL NUMBER: 87580987 FILING DATE: 08/23/2017

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SERIAL NUMBER: 87622923 FILING DATE: 09/26/2017

REGISTRATION NUMBER: REGISTRATION DATE:

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ASSIGNMENT RECORDATION BRANCH PUBLIC RECORDS DIVISION



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 19, 2017

PTAS

VALERIE BRENNAN OF HOGAN LOVELLS US LLP 7930 JONES BRANCH DRIVE, 9TH FLOOR ATTN: BOX INTELLECTUAL PROPERTY MCLEAN, VA 22102

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RECORDATION DATE: 10/18/2017 REEL/FRAME: 043889/0528

NUMBER OF PAGES: 21

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MOHAWK GROUP, INC. DOC DATE: 10/16/2017

ASSIGNEE:

MIDCAP FINANCIAL TRUST, AS AGENT 7255 WOODMONT AVENUE, SUITE 200 C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER

BETHESDA, MARYLAND 20814

APPLICATION NUMBER: 15186185 FILING DATE: 06/17/2016

PATENT NUMBER: ISSUE DATE:

TITLE: NOVELTY DRINKING STRAW WITH MODULAR BUILDING BLOCKS

APPLICATION NUMBER: 15235389 FILING DATE: 08/12/2016

PATENT NUMBER: ISSUE DATE:

TITLE: HAIRDRYER ASSEMBLY WITH INTERCHANGEABLE STYLING CARTRIDGES

APPLICATION NUMBER: 15244632 FILING DATE: 08/23/2016

PATENT NUMBER: ISSUE DATE: TITLE: CARRYING CASE WITH ELECTROCHROMIC PANELS

P.O. Box 1450, Alexandria, Virginia 22313-1450 - WWW.USPTO.GOV TRADEMARK

REEL: 006272 FRAME: 0649

APPLICATION NUMBER: 15259675 FILING DATE: 09/08/2016

PATENT NUMBER: ISSUE DATE: TITLE: OPTICAL DEVICE WITH ELECTROCHROMIC LENS CAP

APPLICATION NUMBER: 15386331 FILING DATE: 12/21/2016

PATENT NUMBER: ISSUE DATE:

TITLE: MODULAR SENSING DEVICE

APPLICATION NUMBER: 15599079 FILING DATE: 05/18/2017

PATENT NUMBER: ISSUE DATE:

TITLE: RIGID CONTAINER FOR PRECISION LIQUID MEASURING AND DISPENSING

APPLICATION NUMBER: 15723074 FILING DATE: 10/02/2017

PATENT NUMBER: ISSUE DATE:

TITLE: THREE DIMENSIONAL FULL COLOR PRINTER WITH MULTI-INPUT NOZZLE

APPLICATION NUMBER: 29575768 FILING DATE: 08/29/2016

PATENT NUMBER: ISSUE DATE:

TITLE: FIVE-IN-ONE CURLING WAND

APPLICATION NUMBER: 29577740 FILING DATE: 09/15/2016

PATENT NUMBER: ISSUE DATE:

TITLE: HAIRDRYER WITH TOUCHSCREEN

APPLICATION NUMBER: 29578454 FILING DATE: 09/21/2016 PATENT NUMBER: D800817 ISSUE DATE: 10/24/2017

TITLE: 360 DEGREE OPTICAL DEVICE

APPLICATION NUMBER: 29580486 FILING DATE: 10/10/2016

PATENT NUMBER: ISSUE DATE: TITLE: ROUND 360 DEGREE OPTICAL DEVICE MOUNTING SYSTEM

APPLICATION NUMBER: 29591226 FILING DATE: 01/18/2017

PATENT NUMBER: ISSUE DATE:

TITLE: UTENSIL HANDLE

APPLICATION NUMBER: 29605695 FILING DATE: 05/30/2017

PATENT NUMBER: ISSUE DATE:

TITLE: PRECISION LIQUID DISPENSING BOTTLE

APPLICATION NUMBER: 62403208 FILING DATE: 10/03/2016

PATENT NUMBER: ISSUE DATE:

TITLE: THREE DIMENSIONAL FULL COLOR PRINTER WITH MULTI-INPUT NOZZLE

APPLICATION NUMBER: 62554454 FILING DATE: 09/05/2017

PATENT NUMBER: ISSUE DATE:

TITLE: NITROGENIZED ENVIRONMENT STORAGE SYSTEM

APPLICATION NUMBER: FILING DATE: PATENT NUMBER: ISSUE DATE:

PCT NUMBER: US1750162

TITLE: OPTICAL DEVICE WITH ELECTROCHROMIC LENS CAP

APPLICATION NUMBER: FILING DATE: 06/14/2017

PATENT NUMBER: ISSUE DATE:

PCT NUMBER: US1737538

TITLE: NOVELTY DRINKING STRAW WITH MODULAR BUILDING BLOCKS

APPLICATION NUMBER: FILING DATE: PATENT NUMBER: ISSUE DATE:

PCT NUMBER: US1745654

TITLE: HAIRDRYER ASSEMBLY WITH INTERCHANGEABLE STYLING CARTRIDGES

ASSIGNMENT RECORDATION BRANCH PUBLIC RECORDS DIVISION

TRADEMARK REEL: 006272 FRAME: 0651

RECORDED: 02/14/2018