

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505374

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LivHome, Inc.		01/09/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMALGAMATED BANK		
<b>Street Address:</b>	275 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5501938	LIVHOME CONNECT	
<b>Registration Number:</b>	4353481	CAREMONITOR BY LIVHOME	
<b>Registration Number:</b>	4289195	LIVHOME CAREMONITOR	
<b>Registration Number:</b>	3314224	COMFRERE	
<b>Registration Number:</b>	3157284	LIVE LONG. LIVE WELL. LIVHOME.	
<b>Registration Number:</b>	2357521	LIVHOME	
<b>Registration Number:</b>	2394299	LIVHOME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122621215		
<i>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.</i>			
<b>Phone:</b>	2122371162		
<b>Email:</b>	pmazzatto@windelsmarx.com		
<b>Correspondent Name:</b>	James Patore		
<b>Address Line 1:</b>	156 West 56th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>NAME OF SUBMITTER:</b>	James Pastore		
<b>SIGNATURE:</b>	/James Pastore/		
<b>DATE SIGNED:</b>	01/10/2019		

OP \$190.00 5501938

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated January 9, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Amalgamated Bank (the “*Bank*”).

WHEREAS, LivHome, Inc., a Delaware corporation, has entered into a Credit Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with the Bank. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans under the Credit Agreement, each Grantor and certain other Affiliates of such Grantors have executed and delivered that certain Security and Pledge Agreement dated of even date herewith made by such Grantors and Affiliates in favor of the Bank (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, Grantors have granted to the Bank, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Bank a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement (each an “*IP Security Agreement Supplement*”), executed and delivered by such Grantor to the Bank from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “*Patents*”);

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (but excluding any United States intent-to-use trademark application to the extent that,

and solely during the period in which, the grant of a security interest therein impairs the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby and renewals and extensions of the foregoing, and all rights therein provided by international treaties or conventions (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements, the “*Trademarks*”);

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements, the “*Copyrights*”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations (collectively, the “*Secured Obligations*”). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of its Secured Obligations and that would be owed by such Grantor to the Bank under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Obligor or any other obligor with respect to any of the Secured Obligations.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Bank with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**LIVHOME, INC.**

By: 

Name: Ari Medoff

Title: President, Secretary, and Chief  
Executive Officer

**SCHEDULE A**  
**To The Intellectual Property Security Agreement**  
**Patents**

**Patents – None.**

**SCHEDULE B**

**To The Intellectual Property Security Agreement**

**Trademarks**

**U.S. Trademarks:**

<b><u>Registered Owner</u></b>	<b><u>Trademark Description</u></b>	<b><u>Registration Number</u></b>	<b><u>Issue Date</u></b>
LivHome, Inc.	CareMonitor by LivHOME & Design	4353481	
LivHome, Inc.	LivHOME CareMonitor	4289195	
LivHome, Inc.	LivHOME Connect	5501938	
LivHome, Inc.	COMFRERE	3314224	
LivHome, Inc.	LIVE LONG. LIVE WELL. LIVHOME.	3157284	
LivHome, Inc.	LIVHOME	2394299	
LivHome, Inc.	LIVHOME and Design	2357521	

**Foreign Trademarks** - None.

**SCHEDULE C**

**To The Intellectual Property Security Agreement**

**Copyrights**

**Copyrights** – None.