

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunlabz LLC		12/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	High Trail Investments SA LLC		
Street Address:	221 River Street, 9th Floor		
City:	Hoboken		
State/Country:	NEW JERSEY		
Postal Code:	07030		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4952104	SUNLABZ	
Registration Number:	4927682	SUNLABZ	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	065377-0013		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/03/2020		
Total Attachments: 11			
source=Mohawk - IP Security Agreement#page1.tif			
source=Mohawk - IP Security Agreement#page2.tif			
source=Mohawk - IP Security Agreement#page3.tif			
source=Mohawk - IP Security Agreement#page4.tif			

OP \$65.00 4952104

source=Mohawk - IP Security Agreement#page5.tif
source=Mohawk - IP Security Agreement#page6.tif
source=Mohawk - IP Security Agreement#page7.tif
source=Mohawk - IP Security Agreement#page8.tif
source=Mohawk - IP Security Agreement#page9.tif
source=Mohawk - IP Security Agreement#page10.tif
source=Mohawk - IP Security Agreement#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) dated as of December 1, 2020 among Mohawk Group Holdings, Inc., a Delaware corporation (the “Issuer”), each of the Subsidiaries of the Issuer from time to time a party hereto (collectively with the Issuer, the “Grantors”) and High Trail Investments SA LLC, a Delaware limited liability company, in its capacity as collateral agent for the benefit of the Holders (together with its successors and assigns in such capacity, the “Secured Party”).

WHEREAS, the Issuer has entered into that certain Securities Purchase Agreement, dated as of November 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Securities Purchase Agreement”), with High Trail Investments SA LLC (the “Initial Holder”) and each other party thereto, pursuant to which, among other things, the Issuer will issue, and the Initial Holder will purchase, subject to the terms set forth therein, the Senior Secured Notes (as defined in the Securities Purchase Agreement);

WHEREAS, the Grantors have entered into that certain Security Agreement, dated as of December 1, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), with the Secured Party, pursuant to which the Grantors granted to the Secured Party, for its benefit and the benefit of the Initial Holder and each Holder under and as defined in any Senior Secured Note (the “Holders”), a security interest in substantially all of the Grantors’ personal property; and

WHEREAS, it is covenant under the Security Agreement that the Grantors shall have executed and delivered this Agreement to the Secured Party for its benefit and the benefit of the Holders.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. DEFINED TERMS; RULES OF CONSTRUCTION.

- (a) Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in the Security Agreement.
- (b) When used herein the following terms shall have the following meanings:

“PTO” means the United States Patent and Trademark Office and any successor office or agency.

- (a) All Schedules, Addenda, Annexes and Exhibits hereto or expressly identified to this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words “herein”, “hereof” and “hereunder” or other words of similar import refer to this Agreement as a whole, including the Exhibits, Addenda, Annexes and Schedules thereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any

particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. The term “or” is not exclusive. The term “including” (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the Schedules, Addenda, Annexes and Exhibits to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules, exhibits and attachments of or to this Agreement. All references to any instruments or agreements, including references to any of this Agreement, the Security Agreement or the other Note Documents shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

- (b) The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the prompt payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, each Grantor hereby pledges and grants to the Secured Party (for its benefit and the ratable benefit of the Holders) a continuing security interest in and Lien upon all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Collateral”):

- (a) Trademarks to which it is a party, including those referred to on Schedule I hereto;
- (b) Patents to which it is a party, including those referred to on Schedule II hereto;
- (c) Copyrights to which it is a party, including those referred to on Schedule III hereto;
- (d) Renewals, reissues, continuations, continuations-in-part, reexaminations, divisions, or extensions of any of the foregoing;
- (e) Rights to sue, whether at law or in equity, third parties for past, present or future infringement, dilution, misappropriation, or other violation or impairment of rights in any Intellectual Property, including injury to the goodwill associated with any Trademark, and all causes of action for the same; and
- (f) All products and Proceeds of all or any of the foregoing, tort claims and all claims and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing Collateral and (ii) payments due

or to become due under licenses of any or all of the foregoing and Proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form; provided, however, that the Collateral shall not constitute a grant of a security interest in any trademark or service mark applications filed in and accepted by the PTO on the basis of such Grantor's intent to use such trademark or service mark, unless and until a statement of use or amendment to allege use is filed in and accepted by the PTO, in which event, such trademark or service mark shall automatically be included in the Collateral, or in any rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would violate or invalidate any such contract, instrument, license or other document or give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder.

Section 3. REPRESENTATIONS AND WARRANTIES.

Each Grantor represents and warrants to the Secured Party, in addition to the representations and warranties in the Security Agreement and the other Note Documents, that:

- (a) such Grantor has been, in all material respects (i) using statutory notice of registration in connection with its use of registered Trademarks, (ii) proper marking practices in connection with the use of Patents, and (iii) appropriate notice of copyright in connection with the publication of copyrighted material;
- (b) such Grantor has taken all actions it deems necessary in its reasonable business judgment to ensure that all licensees of Trademarks owned by such Grantor use consistent standards of quality as directed by such Grantor in connection with its licensed products and services; and

Section 4. COVENANTS. Each Grantor covenants and agrees with the Secured Party, from and after the date of this Agreement, and in addition to the covenants in the Security Agreement and the other Note Documents, that:

- (a) Such Grantor shall notify the Secured Party promptly if it knows that any application or registration relating to any material Intellectual Property owned by such Grantor has or may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable. Such Grantor shall further notify the Secured Party promptly of any adverse final determination or decision in any proceeding and the institution of any proceeding challenging such Grantor before the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any internet domain registry or other registry, or any court, regarding such Grantor's ownership of or right to use, register, keep and/or maintain any Intellectual Property. Such Grantor shall be free to prosecute and maintain its Intellectual Property in the ordinary course of business in a commercially reasonable manner, and, notwithstanding the foregoing, shall not be required to report preliminary or initial determinations, unless and until made final, by the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other

country or political subdivision thereof, any internet domain registry or other registry, or any court, regarding such Grantor's ownership of or right to use, register, keep and/or maintain any Intellectual Property;

- (b) Such Grantor shall (i) prosecute diligently any patent, trademark, or service mark applications pending as of the date hereof or hereafter if material to the operations of the business of such Grantor, (ii) preserve and maintain all rights in the Copyrights, Patents and Trademarks, to the extent material to the operations of the business of such Grantor and (iii) ensure that the Copyrights, Patents and Trademarks are and remain enforceable, to the extent material to the operations of the business of such Grantor. Any expenses incurred in connection with such Grantor's obligations under this Section 4(b) shall be borne by the Grantors. Except for any such items that such Grantor reasonably believes (using prudent industry customs and practices) are no longer necessary for the on-going operations of its business, such Grantor shall not abandon any material right to file a patent, trademark or service mark application, or abandon any pending patent, trademark or service mark application or any other Copyright, Patent or Trademark without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld;
- (c) In the event that any Intellectual Property owned by or exclusively licensed to such Grantor is known by such Grantor to be infringed, diluted, misappropriated, or otherwise violated by a third party, such Grantor shall notify the Secured Party promptly after such Grantor learns thereof and, if such Intellectual Property is material to the conduct of such Grantor's business, such Grantor shall, subject to Grantor's reasonable business judgment, promptly take all commercially reasonable actions to protect and enforce its rights in such Intellectual Property and to recover all damages therefor, including, but not limited to, the initiation of a suit for injunctive relief and damages where reasonable and cost effective to do so (provided that such Grantor must initiate suit in all cases where the failure to do so could reasonably be expected to have a Material Adverse Effect) and shall take such other actions as are commercially reasonable to protect such Grantor's rights in such Intellectual Property;
- (d) Such Grantor shall use appropriate statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, appropriate notice of copyright in connection with the publication of copyrighted materials, and other legends or markings applicable to other Intellectual Property;
- (e) Such Grantor shall use commercially reasonable efforts to maintain the level of the quality of products sold and services rendered under any Trademarks owned by such Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and such Grantor shall use commercially reasonable efforts to adequately control the quality of goods and services offered by any licensees of its Trademarks;

- (f) Such Grantor shall take reasonable steps to protect the secrecy of all trade secrets material to its business;
- (g) To the knowledge of such Grantor, such Grantor's use of the Intellectual Property owned by such Grantor is not infringing upon or misappropriating, or otherwise violating, the Intellectual Property rights of any third party in any material respect; and
- (h) If such Grantor shall obtain ownership of or other right, title or interest in or to, any registered Copyrights, issued or applied-for Patents, registered or applied-for Trademarks, the provisions of this Agreement above shall automatically apply thereto and such Grantor shall promptly give to the Secured Party written notice thereof in accordance with Section 2(g) of the Security Agreement. Such Grantor hereby authorizes the Secured Party to modify this Agreement by amending Schedules I, II, and III hereto, as applicable, to include any Copyrights, Patents, and Trademarks that have been included in any updated Schedules III, V and/or VI to the Security Agreement pursuant to Section 2(g) of the Security Agreement, and to execute and deliver any supplement hereto (in form and substance reasonably satisfactory to the Secured Party) to evidence the Secured Party's lien on any such Patent, Trademark, or Copyright.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted by the Grantors to the Secured Party, for its benefit and the benefit of the Holders pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Collateral made and granted herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Any rights and remedies set forth herein are without prejudice to, and in addition to, those set forth in the Security Agreement. In the event any provisions contained herein expressly conflict with any provisions in the Security Agreement covering Intellectual Property, the provisions of the Security Agreement shall control.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantors for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference", "fraudulent conveyance" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.

Section 8. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon the payment in full in cash of all Obligations (except for contingent indemnity claims for which no claim has been made).

Section 9. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has executed this Intellectual Property Security Agreement as of the date first written above.

**MOHAWK GROUP HOLDINGS, INC.
MOHAWK GROUP, INC.
XTAVA LLC
SUNLABZ LLC
RIF6 LLC
VREMI LLC
HOMELABS LLC
VIDAZEN LLC
URBAN SOURCE LLC
ZEPHYR BEAUTY LLC
DISCOCART LLC
VUETI LLC
PUNCHED LLC
SWEETHOMEDEALZ LLC
KITCHENVOX LLC
HOLONIX LLC
KINETIC WAVE LLC
3GIRLSFROMNY LLC
CHICALLEY LLC
BOXWHALE LLC
AUSSIE HEALTH CO, LLC
TRUWEO, LLC
SPIRALIZER, LLC
COMMERCE PLANET, LLC
MUELLER AUSTRIA, LLC
KNDIRECT, LLC
POHL & SCHMIDT, LLC
PURSTEAM, LLC
MAISON CONTEMPO, LLC
PRODUCTS FOR CHANGE, LLC
KITCHEN PRODUCTS, LLC
RENCARE, LLC
CHROMATIC JAMMER, LLC
TRUCOM, LLC
POSTURE PRODUCTS, LLC**

DocuSigned by:

By: *Fabrice Hamaide*

Name: Fabrice Hamaide

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY
SECURED PARTY:

HIGH TRAIL INVESTMENTS SA LLC,
as the Secured Party

By: 

Name: Eric Helenek



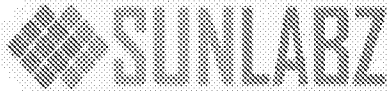
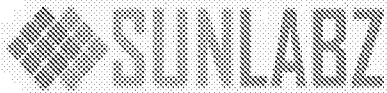
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007123 FRAME: 0081

SCHEDULE I

Trademarks

<u>OWNER</u>	<u>REGISTRATION/APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Xtava LLC	5370358	
Xtava LLC	5396530	xtava
Xtava LLC	5396531	xtava
Xtava LLC	5396529	xtava
Xtava LLC	5412961	xtava
Xtava LLC	5406562	xtava
RIF6 LLC	4927050	
Sunlabz LLC	4,952,104	
Sunlabz LLC	4,927,682	
Vremi LLC	5318497	vremi
Mohawk Group, Inc.	5324942	SpellyStraws
Aussie Health Co, LLC	5610253	Aussie Health Co
Truweo, LLC	5289780	Mueller Austria
Truweo, LLC	5055761	PurSteam World's Best Steamers (Stylized)
Truweo, LLC	4570225	Spiralizer

SCHEDULE II

Patents

<u>OWNER</u>	<u>REGISTRATION/APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
Mohawk Inc. Group,	29/575,768	Rigid Container for Precise Liquid Measuring
Mohawk Inc. Group,	D822900	Hairdryer with touchscreen
Mohawk Inc. Group,	D800817	350 degree optical device
Mohawk Inc. Group,	29/580,486	Round 360 Degree Optical Device Mounting System
Mohawk Inc. Group,	29/591,226	Utensil Handle
Mohawk Inc. Group,	29/605,695	Precision Liquid Dispensing Bottle
Truweo, LLC	D858780	Posture Brace With Belt Holder

SCHEDULE III

Copyrights

None.