

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dame Products Inc.		08/11/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Stonegate Asset Company II, LLC		
Street Address:	123 N. Wacker Drive, Suite 1160		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5023420	DAME PRODUCTS	
Registration Number:	5480598	FIN	
Registration Number:	5863062	KIP	
Registration Number:	6034611	POM	
Serial Number:	90238647		
Registration Number:	6401918	ALU	
Serial Number:	90238430	ARC	
Serial Number:	88494341	DAME	
Serial Number:	90238527	PILLO	
Serial Number:	90238452	ZEE	
Serial Number:	90514098	AER	
Serial Number:	90667212	PRACTICE YOUR PLEASURE	
Registration Number:	4868438	EVA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	3125805060		
Email:	skim@thompsoncoburn.com		

OP \$340.00 5023420

Correspondent Name: Soyoon Kim
Address Line 1: 55 E. Monroe St. 37th Floor
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Soyoon Kim

SIGNATURE: /Soyoon Kim/

DATE SIGNED: 08/13/2021

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is executed and delivered as of August 11, 2021, by Dame Products Inc., a Delaware corporation ("Borrower"), to Stonegate Asset Company II, LLC, a Delaware limited liability company ("Lender").

WITNESSETH:

WHEREAS, contemporaneously herewith, Borrower desires Lender to provide certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrower pursuant to (a) that certain Loan and Security Agreement of even date herewith, by and between Borrower and Lender (as amended or restated from time to time, the "Loan Agreement"), (b) that certain Revolving Note of even date herewith executed and delivered by Borrower to Lender in a maximum aggregate principal amount not to exceed Four Million and no/100 Dollars (\$4,000,000.00) (as amended or restated from time to time, the "Revolving Note"), (c) that certain Term A Note of even date herewith executed and delivered by Borrower to Lender in a principal amount not to exceed One Million and no/100 Dollars (\$1,000,000.00) (as amended or restated from time to time, the "Term A Note"), and (d) the other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the foregoing (the "Other Agreements") (the Other Agreements, together with the Loan Agreement, the Revolving Note, the Term A Note and any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the foregoing are collectively, the "Loan Documents");

WHEREAS, pursuant to the Loan Documents, Borrower granted to Lender a first priority security (subject to Permitted Liens) interest and lien in and to all of Borrower's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever;

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrower, provided, among other things, Borrower executes and delivers this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrower and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower covenants unto and agrees with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Schedules, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations, Borrower hereby grants and conveys to Lender a first priority security interest (subject to Permitted Liens) and lien in and to all of Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively, the "Intellectual Property Collateral");

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Schedule "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Schedule "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively, the "Patents");

C. (i) copyrights and applications for copyright registration, including, without limitation, the copyrights and applications for registration listed on Schedule "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule "D", and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by Borrower and now or hereafter covered by such licenses (collectively, the "Licenses"); and

E. the goodwill of Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. For purposes of clarity, the parties agree and acknowledge that nothing in this Agreement creates or is intended to create a present transfer of any rights (other than the grant of the security interest set forth herein for collateral purposes only), title or interest in the Intellectual Property Collateral and, that unless the parties otherwise agree or following the occurrence of an Event of Default, no such transfer is intended to occur in the future. Borrower acknowledges and agrees that upon the occurrence and continuance of an Event of Default, upon written notice to Borrower, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have, in accordance with their rights as a secured party solely, the power to use and/or sell the Intellectual Property Collateral. Borrower covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Section 2.

3. Restrictions on Future Agreements.

A. Borrower agrees that until the Obligations shall have been indefeasibly paid and satisfied in full (other than contingent indemnification obligations which expressly survive the termination of the Loan Agreement and as to which no demand for payment has been made) and the Loan Documents

have been terminated, Borrower will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with Borrower's obligations under this Agreement. Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the security interest granted and other rights conferred upon Lender under this Agreement.

B. Borrower hereby represents and warrants to Lender that Borrower has not granted any license to any Person other than Lender in connection with any of the Intellectual Property Collateral. Borrower hereby covenants unto Lender that until the Obligations shall have been indefeasibly paid and satisfied in full (other than contingent indemnification obligations which expressly survive the termination of the Loan Agreement and as to which no demand for payment has been made) and the Loan Documents have been terminated, Borrower shall not grant any license to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent, which consent shall not be unreasonably withheld.

4. **New Trademarks, Patents, Copyrights and Licenses.** Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Schedules "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by Borrower. If, prior to payment of the Obligations in full, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Section 2 above shall automatically apply thereto and Borrower shall provide Lender with immediate notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending Schedules "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrower. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Obligations in full (other than contingent indemnification obligations which expressly survive the termination of the Loan Agreement and as to which no demand for payment has been made) and the termination of the Loan Documents.

6. **Lender's Right to Inspect.** On not less than two (2) Business Days' notice (provided that no notice is required if an Event of Default exists), Lender shall have the right to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. Upon the occurrence and during the continuance an Event of Default, Borrower agrees that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks, Patents, Copyrights or Licenses. Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses, except as permitted pursuant to Section 3(B) of this Agreement; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products in any way without Lender's prior written consent.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Sections 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrower's right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrower.** Borrower shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all material Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Intellectual Property Collateral, without the consent of Lender.

9. **Lender's Right to Sue.** Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Section 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement and no Event of Default by Borrower shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrower specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any

person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and all financing arrangements between Borrower and Lender have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits**. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. **Notice**. Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

16. **Governing Law**. This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

[signature page follows]

IN WITNESS WHEREOF, Borrower's duly authorized officer has executed this Agreement as of the date first set forth above.

DAME PRODUCTS INC.,
a Delaware corporation

By: abm

Name: Alexandra Fine

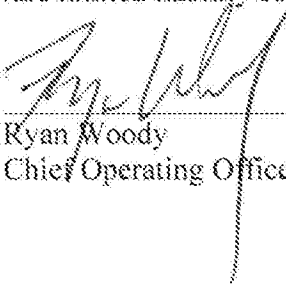
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

ACCEPTANCE

The undersigned, Stonegate Asset Company II, LLC, a Delaware limited liability company, accepts the foregoing collateral assignment of Intellectual Property.

STONEGATE ASSET COMPANY II, LLC,
a Delaware limited liability company

By: 
Name: Ryan Woody
Title: Chief Operating Officer

{Acceptance Page to Intellectual Property Security Agreement}

SCHEDULE A

Trademarks and Trademark Registrations

Registered Marks and Pending Application for Registration			
Trademark: Word/Design/ (Description)	Country	Ser. No. / Reg. No / International Reg: IR No.	Cantor Colburn Ref. No.
DAME PRODUCTS®	U.S.	SN: 86574397/ RN: 5023420	DPR0012TUS
DAME PRODUCTS	International Reg./ WIPO	IR: 1298697	DPR0023TWP
DAME PRODUCTS	China (CN)	RN: 27794817	DPR0021TCN
EVA®	U.S.	SN: 86574404/ RN: 4868438	DPR0011TUS
EVA	International Reg./ WIPO	IR: 1295441	DPR0024TWP
FIN®	U.S.	SN: 87657479/ RN: 5480598	DPR0013TUS
FIN	International Reg./ WIPO	IR: 1401904	DPR0025TWP
FIN	Australia	AU Reg. No. 1927246	DPR0025TAU
FIN	Canada	CA Reg. No.: TMA1070599	DPR0022TCA
FIN	Germany (DE)	IR: 1401904	DPR0025TDE
FIN	Benelux (BX) (Belgium, Netherlands, Luxemburg)	IR: 1401904	DPR0025TBX
FIN	China (CN)	IR: 1401904	DPR0025TCN
FIN	United Kingdom (GB)	IR: 1401904	DPR0025TGB
FIN	Ireland (IE)	IR: 1401904	DPR0025TIE
KIP®	U.S.	SN: 88345252/ RN: 5863062	DPR0014TUS
POM®	U.S.	SN: 88098925/ RN: 6034611	DPR0015TUS
(O-Face)	U.S.	SN: 90238647- Pending	DPR0007TUS
ALU	U.S.	SN: 90238420/ RN: 6401918	DPR0006TUS
ARC	U.S.	SN: 90238430 - Pending	DPR0003TUS
DAME	U.S.	SN: 88494341 - Pending	DPR0008TUS
PILLO	U.S.	SN: 90238527 - Pending	DPR0005TUS
ZEE	U.S.	SN: 90238452 - Pending	DPR0004TUS
AER	U.S.	SN: 90514098 - Pending	DPR0009TUS
PRACTICE YOUR PLEASURE	U.S.	SN: 90667212 - Pending	DPR0010TUS

US Common Law Marks

Mating Components™
Dame Labs™
Swell™
Stash™

SCHEDULE B

Patents and Patent Registrations

Patents and Patent Applications

Patent No./App. No.	Patent Title	Country / Convention
D788,935	Vibrating electromechanical device for female stimulation	U.S.
10,076,463	Vibrating electromechanical device for female stimulation	U.S.
PCT/US2015/030428 WO 2015/175569	Vibrating electromechanical device for female stimulation	PCT/WIPO - International App.
EP3142622	(DE) Vibrierende Elektromechanische Vorrichtung Fur Weibliche Stimulation (EN) Vibrating Electromechanical Device For Female Stimulation (FR) Dispositif Electromecanique Vibrant Pour La Stimulation De La Femme	EU (EPO) from PCT/WIPO
AU2015259302 (A1)	Vibrating electromechanical device for female stimulation	Australia from PCT/WIPO
10,166,167	Finger vibrator	U.S.
D828,572	Finger vibrator	U.S.
D867,609	Vibrating Electromechanical Device	U.S.
D868,988	Vibrating Electromechanical Device	U.S.
D876,818	Case for a Vibrating Electromechanical Device for Female Stimulation	U.S.
App. 29/721,192	Hand held Vibrating Electromechanical Stimulation Device	U.S.

SCHEDULE C

Copyrights and Copyright Applications

<u>Copyright</u>	<u>Date</u>	<u>Title</u>
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None

SCHEDULE D

License Agreements

None

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