

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM668456

<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>
Diaper Kind Inc.		08/10/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEW YORK BUSINESS DEVELOPMENT CORPORATION		
<b>Doing Business As:</b>	Pursuit BDC		
<b>Street Address:</b>	50 Beaver St, Fl 5		
<b>City:</b>	Albany		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	12207-1538		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86606661	DIAPERKIND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5186948584		
<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>	5184632268		
<b>Email:</b>	LNAIMO@PURSUITLENDING.COM		
<b>Correspondent Name:</b>	LEESA NAIMO-FREDETTE		
<b>Address Line 1:</b>	50 BEAVER STREET		
<b>Address Line 2:</b>	Fl 5		
<b>Address Line 4:</b>	ALBANY, NEW YORK 12207		
<b>NAME OF SUBMITTER:</b>	Leesa Naimo-Fredette		
<b>SIGNATURE:</b>	/Leesa Naimo-Fredette/		
<b>DATE SIGNED:</b>	08/18/2021		
<b>Total Attachments: 6</b>			
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## PATENT AND TRADEMARK SECURITY AGREEMENT

**THIS PATENT AND TRADEMARK SECURITY AGREEMENT** ("Agreement") is between **DIAPER KIND INC.** ("Debtor"), having a principal place of business at 126 13<sup>th</sup> Street, Brooklyn, New York 11215 and **NEW YORK BUSINESS DEVELOPMENT CORPORATION**, a corporation organized and existing under Article V-A of the New York Banking Law, having its principal place of business located at 50 Beaver Street (P.O. Box 738), City and County of Albany, State of New York 12207 (in such capacity, together with its successors and assigns in such capacity, "Secured Party").

### WITNESSETH

**WHEREAS**, Debtor and Secured Party have entered into that certain Loan Agreement dated even date herewith (the "Loan Agreement"; all capitalized terms not expressly defined herein shall have the meanings ascribed to them in the Loan Agreement); and

**WHEREAS**, pursuant to the terms of the Loan Agreement, Debtor has granted to Secured Party a lien and security interest in, among other things, all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Patents, Patents Pending, Patent Licenses, Trademarks, Trademarks Pending and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Loan, the Note plus all interest, costs and disbursements arising therefrom, including, without limitation, reasonable attorneys fees (all hereinafter called "Obligations").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (as of the following items or types of property being collectability referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter created or acquired, and such grant insofar as it applies to Collateral (as defined in the Loan Agreement) covered by the Loan Agreement, is in confirmation of the existing and continuing lien and security interest granted under the Loan Agreement:

- (1) each Patent and each application for a Patent ("Patent Application"), including, without limitation, each Patent and Patent Application referred to in Schedule A annexed hereto and made a part hereof, together with any reissues, continuations, division, modification, substitutions or extension thereof;
- (2) each Patent License, including, without limitation, each Patent License referred to in Schedule A annexed hereto and made a part hereof; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future infringements or breach of any Patent or Patent License, including, without limitation, any Patent or Patent Application referred to in Schedule A annexed hereto and made a part hereof, and any Patent issued pursuant to a Patent Application referred to in Schedule A annexed hereto and made a part hereof.
- (4) each Trademark, Trademark registration ("Trademark Registration") and Trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in **Schedule A** annexed hereto, together with the goodwill of the business symbolized thereby; and
- (5) each Trademark License, including, without limitation, each Trademark License listed in Schedule A annexed hereto; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any

Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule A annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule A annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interest granted to Secured Party pursuant to the Loan Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

In addition to the Remedies set forth in the Loan Agreement, which the parties agree are not limited by this Agreement, upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the New York Uniform Commercial Code, including without limitation the right to require Debtor to assemble the Patent and Trademark Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Patent and Trademark Collateral to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Debtor will pay any expenses (including reasonable attorney's fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Patent and Trademark Collateral. All of Secured Party's rights and remedies with respect to the Patent and Trademark Collateral shall be cumulative.

No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

This Agreement may be amended only by a written instrument signed by both parties hereto.

The Loan is made under a SBA nationwide program that uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations (i) when the SBA is holder of the Note, this document and all other documents evidencing or securing this Loan will be construed in accordance with federal law; and (ii) the Secured Party or the SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using state or local procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or guarantor may claim or assert against SBA any local or state law to deny any obligation of the Borrower, or defeat any claim of SBA with respect to the Loan. Any clause in this document requiring arbitration is not enforceable when the SBA is the holder of the Note.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the date written above.

SECURED PARTY: NEW YORK BUSINESS DEVELOPMENT CORPORATION

By: [Signature]  
John Eschiaromonte, VP Lisa Norma Frechette SVP

DEBTOR: DIAPER KIND INC.

By: [Signature]  
Nina Lassam, President

STATE OF NEW YORK )  
COUNTY OF New York ) ss:

On the 10<sup>th</sup> day of August, in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared NINA LASSAM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

[Signature]  
Notary Public

No. 01BAA400233

Commission Expires 11/12/2023  
Qualified in County of New York