

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lyric Hospitality, Inc.		08/10/2021	Corporation: DELAWARE
Lyric Opco Holdings LLC		08/10/2021	Limited Liability Company: DELAWARE
Lyric Pine St. LLC		08/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Triplepoint Capital LLC		
Street Address:	2755 Sand Hill Road		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87812348	LYRIC	
Serial Number:	87980995	LYRIC	
Serial Number:	87953078	CREATIVE SUITES	
Serial Number:	87953252	LYRIC	
Serial Number:	90294196	WHEELHOUSE	
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:	6508157636		
Email:	aalwine@mwe.com		
Correspondent Name:	Judy M. Mohr / MCDERMOTT WILL & EMERY		
Address Line 1:	415 Mission Street, Suite 5600		
Address Line 4:	San Francisco, CALIFORNIA 94105-2616		
ATTORNEY DOCKET NUMBER:	0822853-0010-Lyric		
NAME OF SUBMITTER:	Judy M. Mohr		

CH \$140.00 87812348

SIGNATURE:	/Judy M. Mohr/
DATE SIGNED:	09/10/2021
Total Attachments: 10 source=Lyric_IP Security Agreement_8-10-21#page1.tif source=Lyric_IP Security Agreement_8-10-21#page2.tif source=Lyric_IP Security Agreement_8-10-21#page3.tif source=Lyric_IP Security Agreement_8-10-21#page4.tif source=Lyric_IP Security Agreement_8-10-21#page5.tif source=Lyric_IP Security Agreement_8-10-21#page6.tif source=Lyric_IP Security Agreement_8-10-21#page7.tif source=Lyric_IP Security Agreement_8-10-21#page8.tif source=Lyric_IP Security Agreement_8-10-21#page9.tif source=Lyric_IP Security Agreement_8-10-21#page10.tif	



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** (this “Agreement”) dated as of August 10, 2021 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company, in its capacity as collateral agent for itself and the lenders, as grantee, and each of the undersigned, as a grantor.

The words “We”, “Us”, or “Our”, refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words “You” or “Your” refers to each grantor, which is LYRIC HOSPITALITY, INC., a Delaware corporation, LYRIC OPCO HOLDINGS LLC, a Delaware limited liability company and LYRIC PINE ST. LLC, a Delaware limited liability company, and not any individual. The words “the Parties” refers to both TRIPLEPOINT CAPITAL LLC and each grantor under this Agreement.

We have entered into a Plain English Growth Capital Loan and Security Agreement dated as of December 23, 2019, as amended by the First Amendment to Plain English Growth Capital Loan and Security Agreement dated as of August 10, 2021 (together with amendments, supplements, extensions and exhibits, collectively the “Loan Agreement”). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. GRANT OF SECURITY INTEREST

Each of You hereby grant to Us a lien upon and continuing security interest in all of Your respective right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the “Intellectual Property Collateral”), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Each of You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which each of You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used herein but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce each of Your rights in the Intellectual Property Collateral. If We commence any such suit, each of You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. Each of You shall promptly, upon demand, jointly and severally reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

Each of You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. Each of You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, each of You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining any of Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by any of You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to any of You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon each of You and each of Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan 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 Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

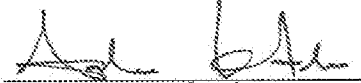
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, each of You have duly executed this Agreement as of the date first set forth above.

"You"

LYRIC HOSPITALITY, INC.

By: 
Name: Andrew Kitchener
Title: CEO

LYRIC OFCO HOLDINGS LLC

By: 
Name: Andrew Kitchener
Title: CEO

LYRIC PINE ST. LLC

By: 
Name: Andrew Kitchener
Title: CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Lyric Hospitality, Inc., Lyric Opco Holdings LLC and Lyric Pine St. LLC, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

LYRIC HOSPITALITY, INC.

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
None.		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Door Lock and Panel System	Filing Date: October 1, 2020	Application No. 63/086,291

LYRIC OPCO HOLDINGS LLC

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
None.		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
None.		

LYRIC PINE ST. LLC

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
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None.

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
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None.


SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Lyric Hospitality, Inc., Lyric Opco Holdings LLC and Lyric Pine St. LLC, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

LYRIC HOSPITALITY, INC.

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
LYRIC	February 27, 2018	87812348	Allowed; No extension, will need to refile if not in Use by 01/08/2022
LYRIC	February 27, 2018	87980995	Registered, Sections 8 & 15 Declaration Due 08/27/2025
CREATIVE SUITES	June 7, 2018	87953078	Allowed; Statement of Use or Extension Time Due 01/14/2022
	June 7, 2018	87953252	Allowed; Statement of Use or Extension Time Due 01/09/2022
WHEELHOUSE	November 2, 2020	90294196	Pending; Response to Office Action due 10/12/2021

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
None.			

LYRIC OPCO HOLDINGS LLC
TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
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None.

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
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None.

LYRIC PINE ST. LLC
TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
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None.

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
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None.

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between Lyric Hospitality, Inc., Lyric Opco Holdings LLC and Lyric Pine St. LLC, as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)**

LYRIC HOSPITALITY, INC.

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None.			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None.		

LYRIC OPKO HOLDINGS LLC

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None.			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None.		

LYRIC PINE ST. LLC

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None.			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None.		