

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATERIAN, INC.		12/22/2021	Corporation: DELAWARE
ATERIAN GROUP, INC.		12/22/2021	Corporation: DELAWARE
XTAVA LLC		12/22/2021	Limited Liability Company: DELAWARE
SUNLABZ LLC		12/22/2021	Limited Liability Company: DELAWARE
RIF6 LLC		12/22/2021	Limited Liability Company:
VREMI LLC		12/22/2021	Limited Liability Company: DELAWARE
HOMELABS LLC		12/22/2021	Limited Liability Company: DELAWARE
VIDAZEN LLC		12/22/2021	Limited Liability Company:
URBAN SOURCE LLC		12/22/2021	Limited Liability Company: DELAWARE
ZEPHYRBEAUTY LLC		12/22/2021	Limited Liability Company: DELAWARE
DISCOCART LLC		12/22/2021	Limited Liability Company: DELAWARE
VUETI LLC		12/22/2021	Limited Liability Company: DELAWARE
PUNCHED LLC		12/22/2021	Limited Liability Company: DELAWARE
SWEETHOMEDEALZ LLC		12/22/2021	Limited Liability Company: DELAWARE
KITCHENVOX LLC		12/22/2021	Limited Liability Company: DELAWARE
HOLONIX LLC		12/22/2021	Limited Liability Company: DELAWARE
KINETIC WAVE LLC		12/22/2021	Limited Liability Company: DELAWARE
3GIRLSFROMNY LLC		12/22/2021	Limited Liability Company: DELAWARE
CHICALLEY LLC		12/22/2021	Limited Liability Company: DELAWARE
BOXWHALE LLC		12/22/2021	Limited Liability Company: DELAWARE
TRUWEO, LLC		12/22/2021	Limited Liability Company:
TRADEMARK			

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Name	Formerly	Execution Date	Entity Type
			DELAWARE
CHROMATIC JAMMER, LLC		12/22/2021	Limited Liability Company: DELAWARE
COMMERCE PLANET, LLC		12/22/2021	Limited Liability Company: DELAWARE
KITCHEN PRODUCTS, LLC		12/22/2021	Limited Liability Company: DELAWARE
KNDIRECT, LLC		12/22/2021	Limited Liability Company: DELAWARE
MAISON CONTEMPO, LLC		12/22/2021	Limited Liability Company: DELAWARE
MUELLER AUSTRIA, LLC		12/22/2021	Limited Liability Company: DELAWARE
POHL & SCHMITT, LLC		12/22/2021	Limited Liability Company: DELAWARE
POSTURE PRODUCTS, LLC		12/22/2021	Limited Liability Company: DELAWARE
PRODUCTS FOR CHANGE, LLC		12/22/2021	Limited Liability Company: DELAWARE
PURSTEAM, LLC		12/22/2021	Limited Liability Company: DELAWARE
RENCARE, LLC		12/22/2021	Limited Liability Company: DELAWARE
SPIRALIZER, LLC		12/22/2021	Limited Liability Company: DELAWARE
TRUCOM, LLC		12/22/2021	Limited Liability Company: DELAWARE
AUSSIE HEALTH CO, LLC		12/22/2021	Limited Liability Company: DELAWARE
FIRST HOUR COMMERCE (REMEDY) LLC		12/22/2021	Limited Liability Company: DELAWARE
FINEST SCREEN (REMEDY) LLC		12/22/2021	Limited Liability Company: DELAWARE
HEALING SOLUTIONS (REMEDY) LLC		12/22/2021	Limited Liability Company: DELAWARE
MODEL TRADING COMPANY (REMEDY) LLC		12/22/2021	Limited Liability Company: DELAWARE
CHOICE PRODUCT SELECTION (REMEDY), LLC		12/22/2021	Limited Liability Company: DELAWARE
SARI FOODS, LLC		12/22/2021	Limited Liability Company: DELAWARE
SQUATTY POTTY USA, LLC		12/22/2021	Limited Liability Company: DELAWARE
PHOTO PAPER DIRECT LLC		12/22/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MidCap Funding IV Trust
Street Address:	7255 Woodmont Ave., Suite 200
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	Statutory Trust: DELAWARE

PROPERTY NUMBERS Total: 97

Property Type	Number	Word Mark
Registration Number:	5370358	XTAVA
Registration Number:	4927050	RIF6
Registration Number:	4952104	SUNLABZ
Registration Number:	4927682	SUNLABZ
Registration Number:	5318497	VREMI
Registration Number:	6224936	VREMI
Registration Number:	5324942	SPELLYSTRAWS
Registration Number:	5610253	AUSSIE HEALTH CO
Registration Number:	5289780	MUELLER AUSTRIA
Registration Number:	5055761	PURSTEAM WORLD'S BEST STEAMERS
Registration Number:	4570225	SPIRALIZER
Registration Number:	6083345	AIMEE
Registration Number:	5292867	TARVOL
Registration Number:	5215525	TOP QUALITY GEL PENS
Registration Number:	5171116	SUN ESSENTIAL OILS
Registration Number:	5104001	ARTIST'S CHOICE
Registration Number:	5094913	PLATINUM ART SUPPLIES
Registration Number:	5090400	IMMERSIVE COLOR
Registration Number:	5111455	MICRO-LINE
Registration Number:	5192741	WEATHERSTOPPER
Registration Number:	5879275	NATURES-STAR
Registration Number:	5171209	MONARCOA
Registration Number:	5180708	HEAVENLY PURE
Registration Number:	5165685	SANS TO USA
Registration Number:	6104543	ARTIZEN
Registration Number:	6115785	ARTIZEN
Registration Number:	5517961	HEAVENS PURITY
Registration Number:	5938907	NATRÄL
Registration Number:	4857117	HEALING SOLUTIONS

Property Type	Number	Word Mark
Registration Number:	5621396	HEALING SOLUTIONS
Registration Number:	6349865	HOLONIX
Registration Number:	6302312	SECRET DEAL EXPLORERS
Registration Number:	5453554	HOMELABS
Registration Number:	5949066	RIF6
Registration Number:	5791663	CLEAN BETTER
Registration Number:	5810183	DOOKIE
Registration Number:	5559228	ECCO
Registration Number:	5887121	FOLD-N-STOW
Registration Number:	5282616	FRUITY BOOTY
Registration Number:	5666996	LOG CABIN
Registration Number:	5464717	POOP BETTER
Registration Number:	5917682	POOP LIKE ROYALTY
Registration Number:	4800719	PORTA SQUATTY
Registration Number:	5312425	POTTY LOCK
Registration Number:	5875736	POTTY PETS
Registration Number:	5917684	PRINCE OF POOP
Registration Number:	4817591	REFRESH-IT
Registration Number:	5464718	SMELL BETTER
Registration Number:	5464036	SQUATTY POTTY
Registration Number:	5464625	SQUATTY POTTY
Registration Number:	4864515	SQUATTY SLIM
Registration Number:	5330189	SQUATTYPOTTYMUS
Registration Number:	4709620	SWEET LOO
Registration Number:	5004075	SWOOSH YOUR TUSH
Registration Number:	6468907	THE #1 WAY TO #2
Registration Number:	4075379	THE SQUATTY POTTY
Registration Number:	5139039	UNICORN GOLD
Registration Number:	4354138	
Registration Number:	5463899	
Registration Number:	5617588	INVISIBRUSH
Registration Number:	5886244	LOADS OF LEMON
Registration Number:	5869238	SPRAY. SQUAT. GO!
Registration Number:	5952043	SPRAY. WIPE. CLEAN!
Registration Number:	5414763	GEL PENS
Registration Number:	5108193	PURESTEAM
Registration Number:	6456291	VREMI
Registration Number:	5365677	XTAVA

Property Type	Number	Word Mark
Serial Number:	90329512	TRUWEO
Serial Number:	90520667	TRUWEO
Serial Number:	88754064	HOMELABS
Serial Number:	90520738	MUELLER AUSTRIA
Serial Number:	90520691	POHL SCHMITT
Serial Number:	90520778	PUR STEAM WORLD'S BEST STEAMERS
Serial Number:	90520769	PURSTEAM
Serial Number:	90520729	SPIRALIZER
Serial Number:	90492001	DEALMOJO
Serial Number:	87755610	V.FANCY
Serial Number:	90544225	ATERIAN
Serial Number:	90604987	LAB BULK ESSENTIAL OILS
Serial Number:	90604998	OLA PRIMA
Serial Number:	90605003	PURE GOLD ESSENTIAL OILS
Serial Number:	90605010	DIFFUSE ESSENTIAL OILS
Serial Number:	90605013	OIL OF YOUTH
Serial Number:	90605015	NATURALITANA
Serial Number:	90608769	GOOD ESSENTIAL
Serial Number:	88881341	HOLONIX
Serial Number:	90745990	SQUATTY POTTY
Serial Number:	90682162	
Serial Number:	90682168	ATERIAN
Serial Number:	90523174	H HEALING SOLUTIONS
Serial Number:	87880864	SIT. ELEVATE. ELIMINATE.
Serial Number:	90404473	HEALING SOLUTIONS
Registration Number:	5396530	XTAVA
Registration Number:	5396531	XTAVA
Registration Number:	5396529	XTAVA
Registration Number:	5412961	XTAVA
Registration Number:	5406562	XTAVA

CORRESPONDENCE DATA

Fax Number: 7036106200

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.

Phone: 7036106100

Email: boxip@hoganlovells.com

Correspondent Name: Greta D. Feldman of Hogan Lovells US LLP

Address Line 1: 8350 Broad Street, 17th Floor

Address Line 2: Attn: Box Intellectual Property

TRADEMARK

REEL: 007520 FRAME: 0229

Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER: Greta D. Feldman of Hogan Lovells US LLP

SIGNATURE: /Greta D. Feldman/

DATE SIGNED: 01/05/2022

Total Attachments: 19

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 22nd day of December, 2021 by and among **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent") and **ATERIAN, INC.**, a Delaware corporation ("Aterian") and each of its direct and indirect subsidiaries set forth on the signature pages hereto as a grantor (together with any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement, by and among Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

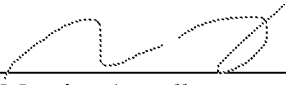
(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part

AGENT:

MIDCAP FUNDING IV TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SARI FOODS, LLC

DocuSigned by:
By: Yaniv Sarig
Name: Yaniv Sarig
Title: CEO

SQUATTY POTTY USA, LLC

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By: Yaniv Sarig
Name: Yaniv Sarig
Title: CEO

PHOTO PAPER DIRECT LLC

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AUSSIE HEALTH CO, LLC

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COMMERCE PLANET, LLC

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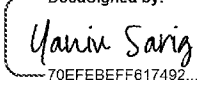
DISCOCART LLC

DocuSigned by:
By: Yaniv Sarig
Name: Yaniv Sarig
Title: CEO

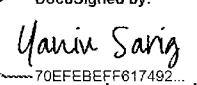
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

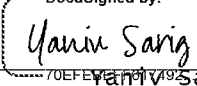
ATERIAN, INC.

DocuSigned by:

By: 70EFEBEFF617492...
Name: Yaniv Sarig
Title: CEO

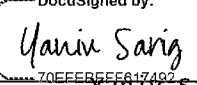
ATERIAN GROUP, INC.

DocuSigned by:

By: 70EFEBEFF617492...
Name: Yaniv Sarig
Title: CEO

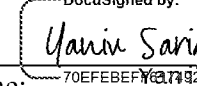
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Name: Yaniv Sarig
Title: CEO

RIF6 LLC

DocuSigned by:

By: 70EFEBEFF617492...
Name: Yaniv Sarig
Title: CEO

AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[Signature pages follow.]

of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Patents”);

(e) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Trademarks”);

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any “intent to use” trademark at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY,