

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUIP NYC INC.		02/17/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CSI GP I LLC, as Collateral Agent		
Street Address:	599 Lexington Avenue, 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	86347741	QUIP	
Serial Number:	86977206	QUIP	
Serial Number:	86977211	QUIP	
Serial Number:	87438740	QUIP	
Serial Number:	87771606	QUIP	
Serial Number:	87771607	QUIP	
Serial Number:	87983203	QUIP	
Serial Number:	87983227	QUIP	
Serial Number:	87983860	QUIP	
Serial Number:	88567860	QUIPCARE	
Serial Number:	88567864	QUIPCARE+	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		

CH \$290.00 86347741

Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	99353-10020
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	02/18/2022
Total Attachments: 8 source=CSI-Quip - IP Security Agreement (Executed) (2.17.22)#page1.tif source=CSI-Quip - IP Security Agreement (Executed) (2.17.22)#page2.tif source=CSI-Quip - IP Security Agreement (Executed) (2.17.22)#page3.tif source=CSI-Quip - IP Security Agreement (Executed) (2.17.22)#page4.tif source=CSI-Quip - IP Security Agreement (Executed) (2.17.22)#page5.tif source=CSI-Quip - IP Security Agreement (Executed) (2.17.22)#page6.tif source=CSI-Quip - IP Security Agreement (Executed) (2.17.22)#page7.tif source=CSI-Quip - IP Security Agreement (Executed) (2.17.22)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of February 17, 2022, is made by QUIP NYC INC., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of CSI GP I LLC, a Delaware limited liability company ("Collateral Agent"), for the benefit of the Secured Parties.

RECITALS

A. Grantor has entered into that certain Amendment No. 1 to Note Purchase Agreement with Collateral Agent, dated as of February 11, 2022 ("Amendment No. 1"), amending that certain Note Purchase Agreement dated August 17, 2021 (as amended by Amendment No. 1 and as otherwise amended, restated, amended and restated or otherwise modified from time to time, the "NPA"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the NPA.

B. Pursuant to the terms of the NPA, Grantor has granted to Collateral Agent for the benefit of the Secured Parties a security interest in all of 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 NPA, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the NPA, Grantor grants and pledges to Collateral Agent for the benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its intellectual property to the extent constituting Collateral (as defined in the NPA) (all of which shall collectively be called the "IP 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 (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 Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) 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 (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, 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Collateral Agent.

Grantor hereby authorizes Collateral Agent to (a) modify this Agreement upon written notice thereof to the Grantor by amending the exhibits to this Agreement to include any IP Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new IP Collateral.

3. Financing Documents. This Agreement has been entered into pursuant to and in conjunction with the NPA, which is hereby incorporated by reference. The provisions of the NPA shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Agent with respect to the IP Collateral are as provided by the NPA and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Collateral Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Collateral Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the NPA without prior notice to Grantor, and all of such rights shall inure to the benefit of Collateral Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Collateral Agent in the State of New York, and shall have been accepted by Collateral Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

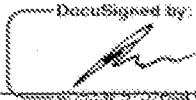
[Signature page follows.]

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.

GRANTOR:

QUIP NYC INC.,

a Delaware corporation

By: _____  DocuSigned by:
Simon Enever

Name: Simon Enever

Title: Chief Executive Officer

COLLATERAL AGENT:

CSI GP I LLC,

a Delaware limited liability company

By: _____

Name: Vusal Najafov

Title: Co-head of CSI

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.

GRANTOR:

QUIP NYC INC.,
a Delaware corporation

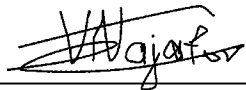
By: _____

Name: _____

Title: _____

COLLATERAL AGENT:

CSI GP I LLC,
a Delaware limited liability company

By:  _____

Name: Vusal Najafov

Title: Co-head of CSI

EXHIBIT A

COPYRIGHTS

None.

EXHIBIT B

PATENTS

FILING DATE	APPLICATION NUMBER	ISSUE DATE	PATENT NUMBER
28-Oct-2013	29/470,874	09-Aug-2016	D762,986
31-Jan-2019	16/263,802		
14-Sep-2020	29/750,484		
14-Sep-2020	63/078,138		
11-Sep-2018	16/128,065		
24-Oct-2014	14/522,805	06-Oct-2020	10,792,136
22-Jul-2019	16/518,394		
02-Oct-2020	17/062,275		
14-Sep-2020	29/750,489		
14-Sep-2020	63/078,172		
19-Feb-2020	29/724,800		
16-Sep-2019	29/705,864	26-Jan-2021	D908,964
19-Jan-2021	29/766,809		
04-Nov-2019	29/711,898		
28-Jun-2021	17/361,042		
26-Jun-2020	29/739,588		
21-Jan-2021	63/140,208		
21-Jan-2021	29/767,349		

EXHIBIT C

TRADEMARKS

DESCRIPTION	SERIAL NUMBER
QUIP (word mark) US Class 035	86347741
QUIP (word mark) US Class 021	86977206
QUIP (word mark) US Class 003	86977211
QUIP (word mark) US Class 044	87438740
QUIP (word mark) US Class 003	87771606
QUIP (word mark) US Class 021	87771607
QUIP (word mark) US Class 021	87983203
QUIP (stylized logo) US Classes 003, 021, 035, and 044	87983227
QUIP (stylized logo) US Class 003	87983860
QUIPCARE (word mark) US Classes 009 and 035	88567860
QUIPCARE+ (word mark) US Classes 009 and 035	88567864

EXHIBIT D

MASK WORKS

None.