

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LICK HOME LTD		03/07/2022	Limited Liability Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97138946	LICKPRO	
Serial Number:	90561066	LICK	
Serial Number:	90536499	LICK	
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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1618286 TM		
NAME OF SUBMITTER:	Naomi Sakata		
SIGNATURE:	/Naomi Sakata/		
DATE SIGNED:	03/08/2022		
Total Attachments: 8			

OP \$90.00 97138946

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of 7 March, 2022 by and between **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 acting through its UK branch at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR (“Lender”) and **LICK HOME LTD**, a limited liability company incorporated under the laws of England & Wales with company number 12062607 and its registered address at 2nd Floor Gadd House, Arcadia Avenue, London, England, N3 2JU (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and certain other parties thereto (each such party, including Grantor, an “Obligor”) (the “Loans”) in the amounts and manner set forth in that certain Loan Agreement by and among Lender and Obligor dated as of even date herewith (as the same may be amended, modified, supplemented, and/or restated from time to time, the “Loan Agreement”). Lender is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Obligor to Lender.

B. Pursuant to the terms of the Loan Agreement and that certain Debenture by and between Grantor and Lender dated as of even date herewith (as the same may be amended, modified, supplemented, or restated from time to time, the “Debenture”), Grantor has granted to Lender 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 Security Assets (as defined in the Debenture).

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 all obligations of Obligor to Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the obligations of Obligor to Lender, Grantor grants and pledges to Lender a security interest in all of 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 (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 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, 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.

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 Lender.

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

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or

conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

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

GRANTOR:

LICK HOME LTD

DocuSigned by:
By: Lucas London
5010403208F04FE...
Name: Lucas London
Title: ~~CEO~~ Director

LENDER:

SILICON VALLEY BANK

DocuSigned by:
By: Ella Botham
E0FA1489D1DD443...
Name: Ella Botham
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None at the date of this Agreement.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Lick Home Ltd (UK, pending) - patent in respect of reusable and sustainable packaging which enables the cleaning of decorating tools once unpackaged	2201837.8	11 February 2022

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Lick Home Ltd UK – LICK	UK00918142239	23 October 2019
Lick Home Ltd EU – LICK	18142239	23 October 2019
Lick Home Ltd (UK, pending) LickPRO	App 3724468	23 November 2021
Lick Home Ltd (EU, pending) LickPRO	App 18607626	23 November 2021
Lick Home Ltd (US, pending) LickPRO	App 97138946	23 November 2021
Lick Home Ltd (US, pending) Lick	App 90561066	4 March 2021
Lick Home Ltd (US, pending) Lick	App 90536499	19 February 2021
Lick Home Ltd (US, pending)		
Lick Home Ltd (Canada, pending) - LICK	App 2124684	3 August 2021
Lick Home Ltd (UK, pending) – PUT THE ECO IN DECORATING	UK00003754501	14 February 2022

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None at the date of this Agreement.

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