

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Touch of Modern, LLC		05/26/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Multiplier Capital II, LP		
Street Address:	1920 L Street, Suite 550		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5326947	EDGE INDUSTRY	
Registration Number:	4913501	TOUCH OF MODERN	
Registration Number:	4949827	DAPPERMAN	
Registration Number:	4913287	TOUCH OF MODERN	
Registration Number:	4572331	TOUCHOFMODERN.COM	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1695659 TM		
NAME OF SUBMITTER:	Robin Dunn		
SIGNATURE:	/Robin Dunn/		
DATE SIGNED:	05/31/2022		

OP \$140.00 5326947

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 26, 2022 by and between **Multiplier Capital II, LP** ("Multiplier") and **Touch of Modern, LLC**, a Delaware limited liability company ("Grantor"), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated May 26, 2022 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the Trademarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such Trademarks, and (ii) all Patents, including those listed on Schedule B hereto and all like protections, and (iii) all Copyrights, mask works, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all Trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all Patents and Patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all Copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor, in each case which are registered with the United States Copyright Office.

3. Grantor shall promptly give Multiplier written notice of any applications or registrations with respect to Intellectual Property it files or obtains with the United States Patent and Trademark Office or the United States Copyright Office, including the date of any such filing and the registration or application numbers, if any. Multiplier may add any of the same to the list of Intellectual Property included in any Intellectual Property Security Agreement between Grantor and Multiplier.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral


agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

[signatures on next page]

Address of Grantor:

8450 Broadway
Merrillville, IN 46410

TOUCH OF MODERN, LLC

By: 
Name: Elizabeth Brown
Title: Secretary

Address of Multiplier:

1920 L Street NW, Suite 550
Washington, DC 20036

MULTIPLIER CAPITAL II, LP

By: Multiplier Capital II GP, LLC,
Its General Partner

By: _____
Name: _____
Title: _____

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

8450 Broadway
Merrillville, IN 46410

TOUCH OF MODERN, LLC

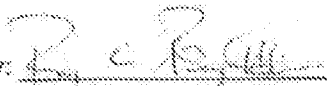
By: _____
Name: _____
Title: _____

Address of Multiplier:

1920 L Street NW, Suite 550
Washington, DC 20036

MULTIPLIER CAPITAL II, LP


By: Multiplier Capital II GP, LLC,
Its General Partner

By:  _____
Name: Ray Boone
Title: Managing Member

[Signature Page—Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

No.	Description	Jurisdiction	Registration Number, or Application Number (if unregistered)	Registration Date, or Application Date (if unregistered)	Status
1.	EDGE INDUSTRY (& design) 	U.S. (federal)	5,326,947	(11/07/2017)	Registered
2.	THE ICONIC COLLECTION	U.S. (federal)	87/336,989	(02/15/2017)	Cancelled / Abandoned
3.	TOUCH OF MODERN (& design) TOUCH OF MODERN	U.S. (federal)	4,913,501	(03/08/2016)	Registered
4.	DAPPERMAN	U.S. (federal)	4,949,827	(05/03/2016)	Registered
5.	TOUCH OF MODERN	U.S. (federal)	4,913,287	(03/08/2016)	Registered
6.	TOUCHOFMODERN (& design) TOUCH MODERN	U.S. (federal)	4,612,777	(09/30/2014)	Cancelled / Abandoned

No.	Description	Jurisdiction	Registration Number, or Application Number (if unregistered)	Registration Date, or Application Date (if unregistered)	Status
7.	TOUCHOFMODERN.COM (Word)	U.S. (federal)	4,572,331	(07/22/2014)	Registered
8.	DAPPERMAN	Japan	01855144	07/16/2017)	Registered
9.	TOUCH OF MODERN	China	17557618	(09/21/2016)	Registered
10.	TOUCH OF MODERN	Taiwan	01819549	(01/16/2017)	Registered
11.	TOUCH OF MODERN	Australia	1207524	(05/14/2014)	Registered
12.	TOUCH OF MODERN	European Union	1207524	(05/14/2014)	Registered
13.	TOUCH OF MODERN	International Registration, Madrid Protocol	1207524	(05/14/2014)	Registered
14.	TOUCH OF MODERN	South Korea	1207524	(05/14/2014)	Registered
15.	TOUCH OF MODERN	United Kingdom	UK00801207524	(05/14/2014)	Registered
16.	TOUCH OF MODERN	Canada	TMA930564	(03/03/2016)	Registered
17.	TOUCH OF MODERN (& design) TOUCH OF MODERN	China	18999370	(02/28/2017)	Registered

No.	Description	Jurisdiction	Registration Number, or Application Number (if unregistered)	Registration Date, or Application Date (if unregistered)	Status
18.	TOUCH OF MODERN (& design) TOUCH OF MODERN	Taiwan	01819548	(01/16/2017)	Registered

SCHEDULE B

Patents and Patent Applications

No.	Description	Jurisdiction	Registration Number, or Application Number (if unissued)	Registration Date, or Application Date (if unissued)	Status
1.	System and Method for Improving Login and Registration Efficiency to Network-Accessed Data	United States	9,742,760	(08/22/2017)	Issued
2.	System and Method for Improving Login and Registration Efficiency to Network-Accessed Data	United States	10,742,639	(08/11/2020)	Issued
3.	System and Method for Improving Login and Registration Efficiency to Network-Accessed Data	United States	16/984,940	(08/04/2020)	Pending; Unpublished

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		