

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740585

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900694647		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE CUDDLY GROUP INC.		05/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Montage Capital II, L.P.		
Street Address:	900 East Hamilton Avenue, Suite 100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6142429	CUDDLY	
Registration Number:	5192986	YES	
Registration Number:	5135771	WISH PACK	
Registration Number:	4890102	GRANT A POUNDWISH	
Serial Number:	88428207	CUDDLYID	
Serial Number:	88428202	CUDDLYID	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	07/12/2022		

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 16, 2022 by and between The Cuddly Group Inc., a Delaware corporation and successor in interest to Cuddly Inc., a California corporation (“Borrower”) and Montage Capital II, L.P., a Delaware limited partnership (“Lender”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided, however, the security interest granted herein does not extend to, and the term “Collateral” does not include intent-to-use trademark applications if and solely to the extent that (and so long as) any such intent-to-use trademark application would be rendered void by the attachment or creation of a security interest in the right, title or interest therein, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use, such intent-to-use trademark application shall be included in such security interest and included in the term “Collateral”.

Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrower hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any intellectual property which Borrower obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

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. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[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.

Address of Borrower:

909 Electric Ave., Suite 208
Seal Beach, CA 90740
Attn: John Hussey, CEO

BORROWER:

THE CUDDLY GROUP INC.

DocuSigned by:
By: John Hussey
Name: John Hussey
Title: CEO & Founder

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Chet Kasper

LENDER:

MONTAGE CAPITAL II, L.P.

DocuSigned by:
By: [Signature]
Name: Eric Gonzales
Title: Managing Director

SCHEDULE C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
CUDDLID	88428207		May 13, 2019
CUDDLID	88428202		May 13, 2019
CUDDLID	88018020	6142429	September 1, 2020
YES	87082861	5192986	April 25, 2017
POUNDWISHES	86161250	4813655	*
WISH PACK	86929720	5135771	February 7, 2017
GRANT A POUNDWISH	86262682	4890102	January 19, 2016
MAKE A SAD STORY HAPPY	87730369		*

* — indicates dead, abandoned or cancelled trademark