

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UMA Enterprises, Inc.		07/01/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TTGA SBIC PIONEER FUND I, LP, as Agent		
Street Address:	201 East 5th Street		
Internal Address:	Suite 2310		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4225403	UMA	
Registration Number:	4225406	U	
Serial Number:	86274325	DECMODE COLLECTION	
Serial Number:	86274214	BM BRIMFIELD & MAY	
Serial Number:	86225638	DECO SEVENTY-NINE	
Serial Number:	86204548	C G COLE & GREY	
Serial Number:	87647435	UMA HOME DÉCOR	
Serial Number:	90300626	WILLOW STREET DESIGNS	
Serial Number:	88704903	WILLOW STREET DESIGNS	
Serial Number:	88672775	LITTON LANE	
Serial Number:	88672765	ALCATRAZ COLLECTION	
Serial Number:	88145834	DECO 79	
Serial Number:	88118384	DECO 79	
Serial Number:	88414546	DEI	
Serial Number:	88414509	DEI	
Serial Number:	87247222	STUDIO 350	
Serial Number:	86530360	WE BRING THE FUN!	
Serial Number:	86562736	JUST STYLE DESIGNED IN AMERICA	

CH \$465.00 4225403

CORRESPONDENCE DATA**Fax Number:** 2025339099*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:** 202-467-8800**Email:** jspiantanida@vorys.com**Correspondent Name:** VORYS, SATER, SEYMOUR AND PEASE LLP**Address Line 1:** P.O. BOX 2255 -- IPLAW@VORYS**Address Line 2:** ATTN: LAURA T. GEYER**Address Line 4:** COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	080093-09
NAME OF SUBMITTER:	Julie S. Piantanida
SIGNATURE:	/julie piantanida/
DATE SIGNED:	07/01/2022

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of July 1, 2022, is made by and among UMA ENTERPRISES, INC., a California corporation (the “**Grantor**”), in favor of TTGA SBIC PIONEER FUND I, LP, a Delaware limited partnership (the “**Agent**”), for itself and for the benefit of the “Lenders” under the Loan Agreement.

WHEREAS, the Grantor has entered into a Senior Subordinated Credit and Security Agreement dated as of the date hereof (as amended, restated, modified, supplemented, or replaced from time to time, the “**Loan Agreement**”), with the Agent, UMA Enterprises Holdings, Inc., UMA Enterprises Group Holdings, Inc., and the “Lenders” from time to time party thereto.

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Agent, for the benefit of itself and the Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Agent, for the benefit of itself and the Lenders, a continuing security interest in and to, and lien on, all of the right, title, and interest to, and under the following (the “**IP Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, and the unregistered trademarks used by Grantor, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Agent.

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

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security 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 IP Security 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 IP Security 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 State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

UMA ENTERPRISES, INC.,
a California corporation

By: 
Name: Ira Starr
Title: Secretary

AGREED TO AND ACCEPTED:

TTGA SBIC PIONEER FUND I, L.P. as Agent

By: TTGA SBIC PIONEER GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____
Name: Harrison S. Mullin
Title: Managing Member

[Signature Page to IP Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

UMA ENTERPRISES, INC.,
a California corporation

By: _____

Name: Ira Starr

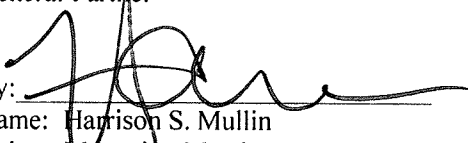
Title: Secretary

AGREED TO AND ACCEPTED:

TTGA SBIC PIONEER FUND I, LP, as Agent


By: TTGA SBIC PIONEER GP, LLC,
a Delaware limited liability company

Its: General Partner

By: 
Name: Harrison S. Mullin
Title: Managing Member

SCHEDULE 1

Trademark Registrations

Company or Subsidiary that is the Owner of the IP	Description of IP	Registration Date	Application or Registration Number
UMA Enterprises, Inc.	UMA	October 16, 2012	Reg. No. 4,225,403
UMA Enterprises, Inc.	Stylized "U"	October 16, 2012	Reg. No. 4,225,406
UMA Enterprises, Inc.	DecMode Collection	December 20, 2016	86274325
UMA Enterprises, Inc.	bm Brimfield & May	April 26, 2016	86274214
UMA Enterprises, Inc.	Deco Seventy-Nine	N/A	86225638
UMA Enterprises, Inc.	C G Cole & Grey	September 8, 2015	86204548
UMA Enterprises, Inc.	UMA HOME DÉCOR	October 1, 2019	87647435
UMA Enterprises, Inc.	 WILLOW STREET designs	March 8, 2022	90300626
UMA Enterprises, Inc.	WILLOW STREET DESIGNS	December 21, 2021	88704903
UMA Enterprises, Inc.	LITTON LANE	May 26, 2020	88672775
UMA Enterprises, Inc.	ALCATRAZ COLLECTION	June 2, 2020	88672765
UMA Enterprises, Inc.	 DECO79	October 22, 2019	88145834
UMA Enterprises, Inc.	DECO79	October 22, 2019	88118384
UMA Enterprises, Inc.	DEI (class 35)	March 9, 2021	88414546
UMA Enterprises, Inc.	DEI (class 11)	November 5, 2019	88414509
UMA Enterprises, Inc.	 STUDIO 350	October 3, 2017	87247222
UMA Enterprises, Inc.	WE BRING THE FUN!	October 6, 2015	86530360

UMA Enterprises, Inc.		July 12, 2016	86562736
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