

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753181

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CSC GENERATION HOLDINGS, INC.		09/01/2022	Corporation: DELAWARE
CSC GENERATION OPERATING COMPANY, INC.		09/01/2022	Corporation: DELAWARE
LEASCO INC.		09/01/2022	Corporation: DELAWARE
OKL HOLDINGS, INC.		09/01/2022	Corporation: DELAWARE
OKL HOLDINGS, LLC		09/01/2022	Limited Liability Company: DELAWARE
CSCGH SHARED SERVICES, LLC		09/01/2022	Limited Liability Company: DELAWARE
ZG LENDING SPV, LLC		09/01/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative Agent
Street Address:	3003 Tasman Drive, HF 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	85967016	CELANDINE
Serial Number:	86127097	CYGNET ET CIE
Serial Number:	85881838	DELFINIA
Serial Number:	88035041	
Serial Number:	85201817	ONE KINGS LANE
Serial Number:	86789614	ONE KINGS LANE
Serial Number:	86789619	ONE KINGS LANE
Serial Number:	87279683	ONE KINGS LANE

OP \$440.00 85967016

Property Type	Number	Word Mark
Serial Number:	86789610	
Serial Number:	86789612	
Serial Number:	88116150	ELEPHANT CLUB
Serial Number:	87278704	ONE KINGS LANE
Serial Number:	88306691	ONE KINGS LANE OPEN HOUSE
Serial Number:	88306701	ONE KINGS LANE OPEN HOUSE
Serial Number:	90830521	TASTEMAKER'S EDIT
Serial Number:	77629802	ONE KINGS LANE
Serial Number:	77667601	

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
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:	1771497
NAME OF SUBMITTER:	Naomi Sakata, Corporate Paralegal
SIGNATURE:	/Naomi Sakata/
DATE SIGNED:	09/02/2022

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of September 1, 2022, by and between (a) SILICON VALLEY BANK, a California corporation (“Bank”) and (b) CSC GENERATION HOLDINGS, INC., a Delaware corporation (“CSCGH”), CSC GENERATION OPERATING COMPANY, INC., a Delaware corporation (“OpCo”), LEASECO INC., a Delaware corporation (“LeaseCo”), OKL HOLDINGS, INC., a Delaware corporation (“OKL”), OKL HOLDINGS, LLC, a Delaware limited liability company (“OKLLLC”), CSCGH SHARED SERVICES, LLC, a Delaware limited liability company (“Shared Services”), ZG LENDING SPV, LLC, a Delaware limited liability company (“ZG Lending”; CSCGH, OpCo, LeaseCo, OKL, OKLLLC, Shared Services, and ZG Lending are referred to herein, individually and collectively, as the context requires, jointly and severally, as “Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of January 30, 2018, as amended by that certain First Amendment to Loan and Security Agreement by and between Grantor and Bank dated as of June 5, 2018, as further amended by that certain Consent and Second Amendment to Loan and Security Agreement dated as of June 20, 2019, as further amended by that certain Default Waiver and Third Amendment to Loan and Security Agreement dated as of August 7, 2020, as further amended by that certain Fourth Amendment to Loan and Security Agreement dated as of December 14, 2020, and as further amended by that certain Fifth Amendment to Loan and Security Agreement dated as of March 24, 2021, and as further amended by that certain Sixth Amendment to Loan and Security Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank 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 Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property 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 Intellectual Property Collateral.

4. Loan Documents. This 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 Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. 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. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

6. 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.

7. 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 State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or 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.

BANK:

SILICON VALLEY BANK

DocuSigned by:
By Tim Walsh
Name: TIM WALSH
Title: Managing Director

GRANTOR:

CSC GENERATION HOLDINGS, INC.

DocuSigned by:
By Justin Yoshimura
Name: JUSTIN YOSHIMURA
Title: President, CEO

CSC GENERATION OPERATING COMPANY, INC.

DocuSigned by:
By Kevin Pukala
Name: KEVIN PUKALA
Title: President, CEO, & CFO

LEASECO INC.

DocuSigned by:
By Justin Yoshimura
Name: JUSTIN YOSHIMURA
Title: CEO, President, CFO & Secretary

OKL HOLDINGS, INC.

DocuSigned by:
By John Trifoso
Name: JOHN TRIFOSO
Title: CEO & President

OKL HOLDINGS, LLC

DocuSigned by:
By Justin Yoshimura
F13CE9052047400...
Name: Justin Yoshimura
Title: CEO, President, CFO, and Secretary

ZG LENDING SPV, LLC

DocuSigned by:
By Justin Yoshimura
F13CE9052047400...
Name: Justin Yoshimura
Title: CEO, President, CFO, & Secretary

CSCGH SHARED SERVICES, LLC

DocuSigned by:
By Elizabeth Brown
75AF1815623149C...
Name: Elizabeth Brown
Title: Secretary

EXHIBIT A

Copyrights

Description

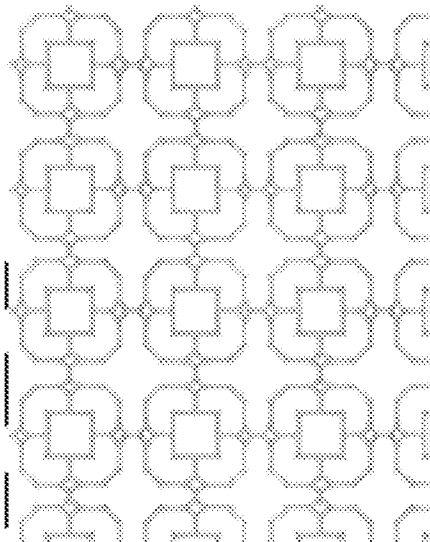
Registration/
Application
Number

Registration/
Application
Date

Bamboo Fretwork

1-5580688134

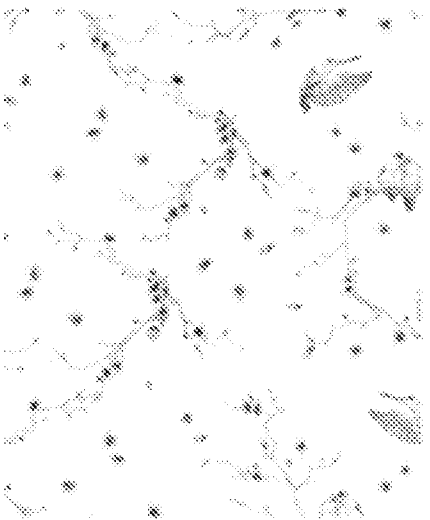
07/06/2017



Birds and Blooms

1-5580970287

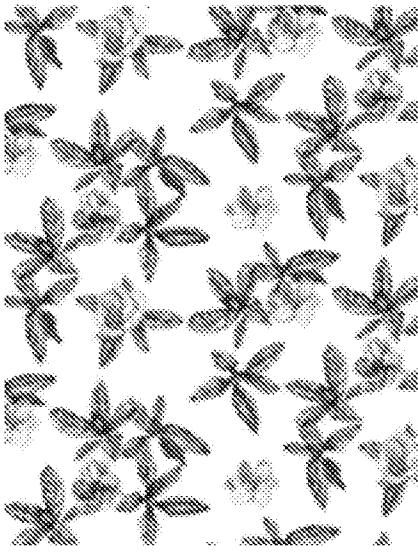
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Botanical

1-5580927682

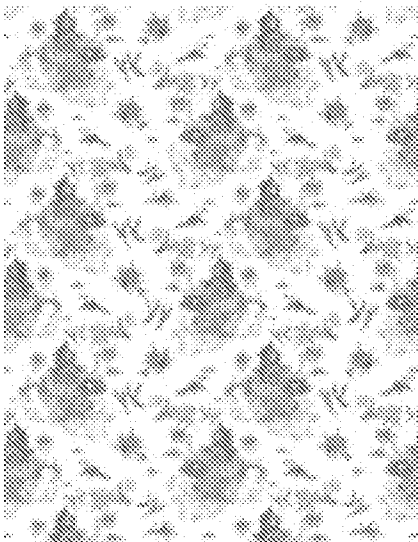
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Chinoiserie Pogoda

1-5580927746

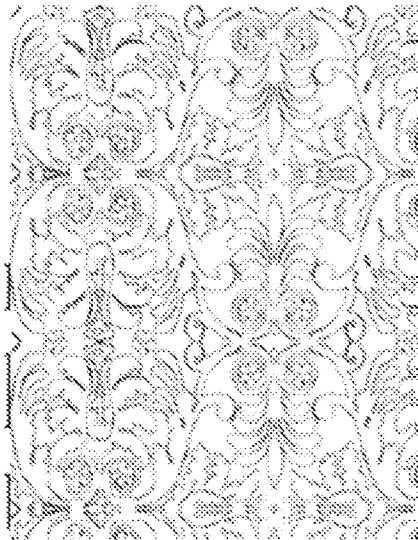
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Floral Damask

1-5581172082

07/06/2017



Fruit Floral

1-5581618792

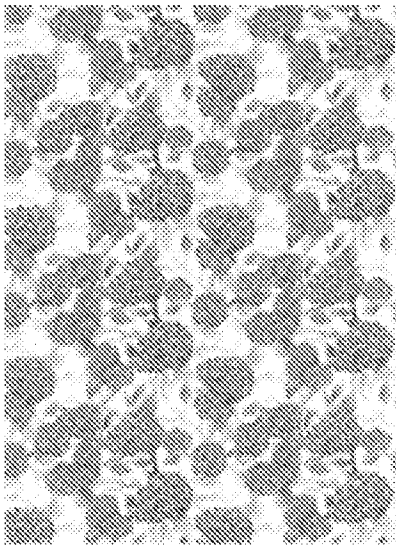
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Hydrangea

1-5581619008

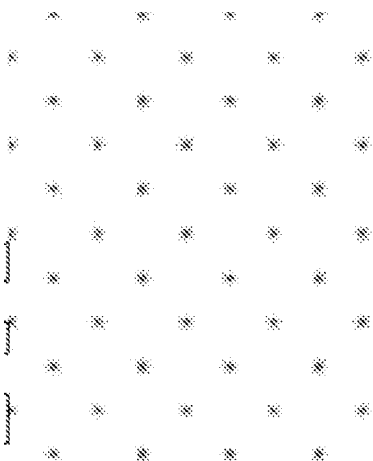
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Microdot Star

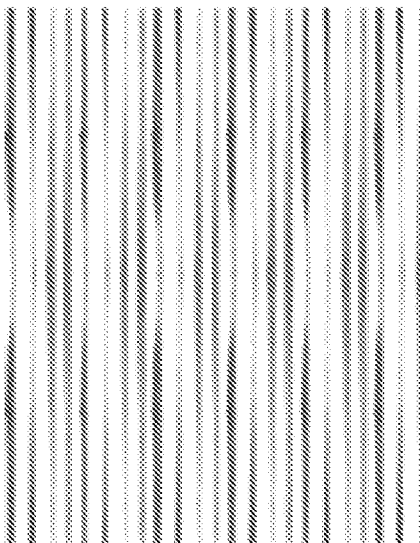
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07/06/2017



Painted Stripe

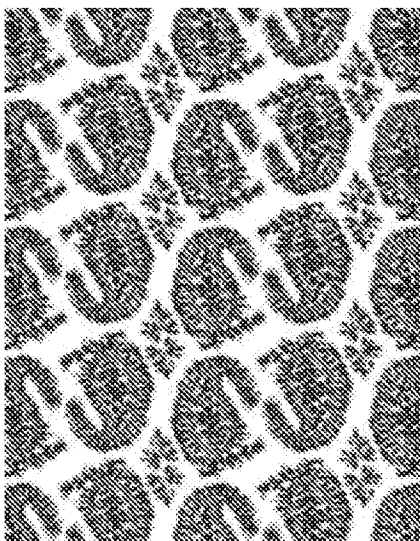
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Paisley

1-5582145496

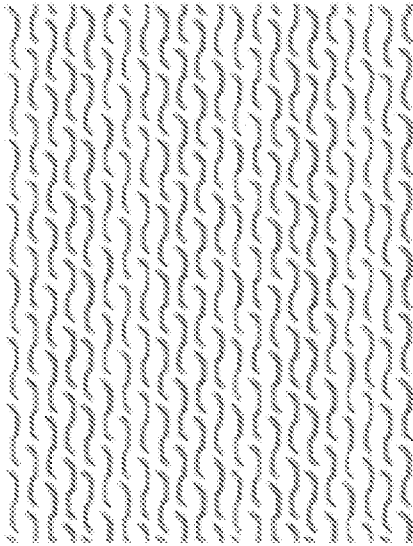
07/06/2017



Tiger Stripe

1-5582145549

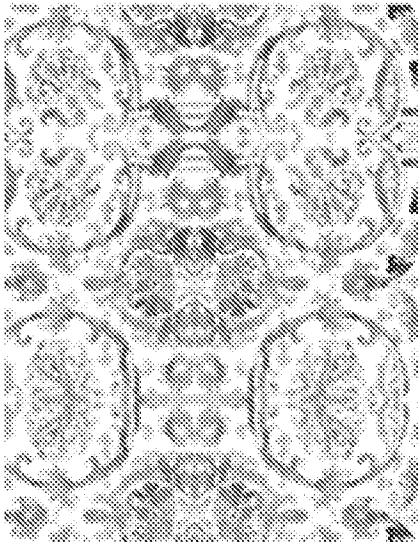
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Watercolor Floral Design

1-5582145652

07/06/2017



Watercolor Floral Stripe

1-5582145775

07/06/2017

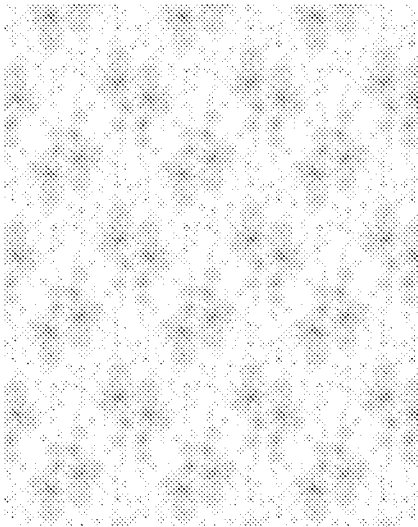


EXHIBIT B

Patents

Description

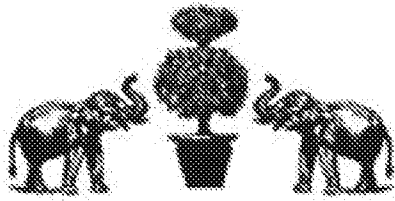
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Application
Number

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Application
Date

EXHIBIT C

Trademarks

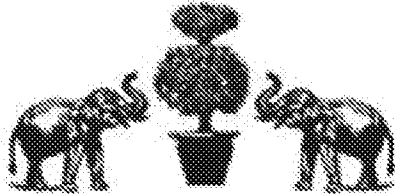
<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CELANDINE – Recorded – Not renewing 05.26.2021	85967016	05/12/2015
CYGNET ET CIE – Recorded – Cancelled 05.28.2021	86127097	10/21/2014
DELFINIA – Recorded – Not renewing 03.01.2021	85881838	03/24/2015
Elephant and Pennant logo - Recorded	88035041	05/07/2019
		
ONE KINGS LANE – Recorded – Renewal Submitted 06.15.2021 – Renewal ACCEPTED 10.28.2021	85201817	07/12/2011
ONE KINGS LANE - Recorded	86789614	12/06/2016
ONE KINGS LANE - Recorded	86789619	12/06/2016
ONE KINGS LANE - Recorded	87279683	07/18/2017
ONE KINGS LANE (stylized Initial Caps) - Recorded	77629802	06/08/2010
One Kings Lane		
Two Elephants & Tree Design - Recorded	77667601	09/15/2009
		
Two Elephants & Tree Design - Recorded	86789610	10/10/2017



Two Elephants & Tree Design -
Recorded

86789612

10/10/2017



ELEPHANT CLUB -- Extension Filed
03.08.2021 -- Letting application expire as of 09.10.2021
- Abandoned on 10.18.2021

88116150

09/13/2018

ONE KINGS LANE

87278704

12/22/2016

ONE KINGS LANE OPEN HOUSE --
Extension Filed 08.06.2021

88306691

02/19/2019

ONE KINGS LANE OPEN HOUSE
Logo -- Extension Filed 08.06.2021

88306701

02/19/2019



TASTEMAKER'S EDIT

90830521

07/15/2021

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date