

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Type Founders, LLC		09/20/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Eagle Fund V, LP		
Street Address:	1 N. Brentwood, Suite 1550		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Limited Partnership: MISSOURI		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97099811	VINCENT	
Serial Number:	97099769	FENWAY	
Serial Number:	97099698	BIG CASLON	
Serial Number:	90802041	BIG FIGGINS	
Serial Number:	85500746	STILSON	
Serial Number:	77458159	SOPHIA	
Serial Number:	77458146	MANTINIA	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	314-259-2000		
Email:	susan.murphy@bclplaw.com		
Correspondent Name:	Bryan Cave Leighton Paisner		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	1048455.62		
NAME OF SUBMITTER:	Jill Doverspike Giorgio		
SIGNATURE:	/Jill Doverspike Giorgio/		

CH \$190.00 97099811

DATE SIGNED:

09/26/2022

Total Attachments: 14

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PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (“Agreement”) is made as of September 20, 2022 by The Type Founders, LLC, a Delaware limited liability company (“Borrower”), in favor of Eagle Fund V, LP, for itself and in its capacity as collateral agent for the Purchasers (as defined below) party to the Note Purchase Agreement referred to below (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of November 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among the Borrower, the Purchasers from time to time party thereto (the “Purchasers”) and the Collateral Agent, the Borrower will issue and sell to the Purchasers certain Series A Notes in the aggregate principal amount of \$12,500,000 (the “Series A Notes”);

WHEREAS, it is a condition to the effectiveness of the Note Purchase Agreement and the issuance and sale of the Series A Notes to or for the benefit of Borrower thereunder that, among other things, Borrower execute and deliver to Collateral Agent, for itself and on behalf of and for the ratable benefit of the Purchasers, this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Note Purchase Agreement. The Note Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Note Purchase Agreement shall have the meanings ascribed to them therein.

2. Grant of Security Interest, Etc. To secure the complete and timely satisfaction of all of Borrower’s Obligations, Borrower hereby grants to the Collateral Agent a security interest in and to all of Borrower’s right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which

Borrower now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(ii) all of Borrower’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents, whether Borrower is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule B attached hereto and made a part hereof, and subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “Patent Licenses”);

(iii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule C attached hereto and made a part hereof, and (a) renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Borrower now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(iv) all of Borrower’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Copyrights, whether Borrower is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “Copyright Licenses”);

(v) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule E attached hereto and made a part hereof, and (a) renewals thereof and all goodwill related thereto, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Borrower now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”); and

(vi) all of Borrower’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether Borrower is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on

Schedule F attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent Licenses, Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses");

provided, however, that in no event shall the Patents, Copyrights, Marks or Licenses include any Excluded Property (as defined in that certain Security Agreement dated as of the date hereof, among Borrower and the Collateral Agent (as amended, modified or supplemented from time to time, the "Security Agreement")).

3. Restrictions on Future Agreements. Borrower agrees and covenants that until the Obligations shall have been satisfied in full and the Note Purchase Agreement shall have been terminated, Borrower will not, without Collateral Agent's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Borrower's obligations under this Agreement, and Borrower further agrees and covenants that without Collateral Agent's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Collateral Agent under this Agreement. Borrower agrees and covenants not to sell or assign its interest in, or grant any exclusive license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Collateral Agent thereto.

4. Certain Representations and Warranties of Borrower. Except as otherwise disclosed on Schedules A, B, C, D, E and F, Borrower represents and warrants (to the best of Borrower's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to Borrower) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, valid and enforceable in whole and in part; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) Borrower is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on or affect the validity, use and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the knowledge of Borrower, the use of the Patents, Marks, Copyrights or Licenses and the present or contemplated products or operations of Borrower's business does not constitute an infringement, misappropriation or other violation; (v) Borrower owns the entire right, title and interest in and to or has the right to use each of the Patents, Marks and Copyrights free and clear of any Liens and encumbrances of every kind and nature except for (A) rights granted by Borrower pursuant to the applicable licenses listed on Schedules B, D and F, and (B) Liens and encumbrances in favor of Collateral Agent pursuant to this Agreement or the other Investment Documents; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D, E and F constitute all such items of registered intellectual property or agreements related thereto in which Borrower has any right, title or interest; and (vii) Borrower has the unqualified right to enter into this Agreement and perform its terms. There is no pending or, to the knowledge of Borrower, threatened claim or

litigation against or affecting Borrower contesting (a) its right to manufacture, process, sell or use any such product or to engage in any such operation of its business, (b) its right to use any intellectual property used in or necessary for the operation of its business, or (c) the validity or enforceability of any such intellectual property.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Obligations shall have been satisfied in full and the Note Purchase Agreement shall have been terminated, Borrower shall (i) file an application for a patent, trademark, service mark, copyright, or trade name or enters into a license that in each case, is not, as of such date, listed on any Schedule attached hereto, or (ii) become entitled to the benefit of any application or registration of any patent, trademark, service mark, copyright, or license, the provisions of Section 2 above shall automatically apply thereto and Borrower shall give to Collateral Agent written notice thereof in accordance with Section 5.13 of the Note Purchase Agreement. This Agreement and the applicable Schedule hereto shall be deemed modified by any such written notice, as applicable.

6. **Royalties; Terms.** Borrower hereby agrees that the security interest of the Collateral Agent in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Borrower such smaller geographic location if any is specified for Borrower's use in the applicable License) and, without any liability for royalties or other related charges from Purchasers to Borrower. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations and termination of the Note Purchase Agreement.

7. **Inspection.** Pursuant to the terms and conditions of the Note Purchase Agreement, Collateral Agent shall have the right to inspect Borrower's premises and to examine Borrower's books, records and operations.

8. **Termination of Borrower's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Obligations and termination of the Note Purchase Agreement, subject to any disposition thereof which may have been made by Collateral Agent pursuant hereto or pursuant to any of the other Investment Documents, the security interest granted hereunder shall automatically be extinguished. Collateral Agent shall, at the request of Borrower and at Borrower's reasonable expense, execute and deliver to Borrower, all termination statements and other instruments as may be necessary or proper to evidence the termination of the Collateral Agent's security interest granted to the Collateral Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by Collateral Agent pursuant hereto or pursuant to any of the other Investment Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Collateral Agent.

9. **Duties of the Borrower.** Except to the extent the same is not material to Borrower's business, Borrower shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to preserve, maintain and enforce against any infringement, misappropriation or other violation of all rights in the Patents, the Marks, and the Copyrights, (iii) to use proper statutory notice in

connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is not material to Borrower's business); and (iv) to use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Borrower. Except to the extent the same is not material to Borrower's business, Borrower shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of the Collateral Agent.

10. Collateral Agent's Right to Sue. From and after the occurrence and during the continuance of a Default, Collateral Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Collateral Agent shall commence any such suit, Borrower shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Collateral Agent in aid of such enforcement, and Borrower shall promptly, upon demand, reimburse and indemnify Collateral Agent for all reasonable costs and expenses incurred by Collateral Agent in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Borrower, Collateral Agent or any Purchaser nor any failure to exercise, nor any delay in exercising, on the part of Collateral Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Further Assurances. Borrower shall execute and deliver to Collateral Agent at any time or times hereafter at the request of Collateral Agent, all papers (including, without limitation, any as may be deemed desirable by Collateral Agent for filing or recording with any Patent and Trademark Office and/or the Copyright Office, and any successor or governmental entity similar thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Collateral Agent), as Collateral Agent may request, to evidence Collateral Agent's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Collateral Agent's rights under this Agreement.

15. Cumulative Remedies; Power of Attorney; Effect on Investment Documents. All of Collateral Agent's rights and remedies with respect to the Patents, Marks, Copyrights and

Licenses, whether established hereby, by any of the Investment Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby constitutes and appoints Collateral Agent as Borrower's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse Borrower's name on all applications, documents, papers and instruments determined by Collateral Agent as necessary or desirable for Collateral Agent in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Collateral Agent deems in good faith to be in the best interest of Collateral Agent, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the Note Purchase Agreement shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Collateral Agent under the Note Purchase Agreement or any of the Investment Documents but rather is intended to facilitate the exercise of such rights and remedies. Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Borrower hereby releases the Collateral Agent from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Collateral Agent under the powers of attorney granted herein.

16. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its respective successors and assigns and shall inure to the benefit of Collateral Agent and its respective successors, assigns and nominees.

17. Governing Law. The construction, validity, enforcement and interpretation of this Agreement and the schedules hereto and the exhibits hereto shall be governed by, and construed in accordance with, the Laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Missouri or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Missouri.

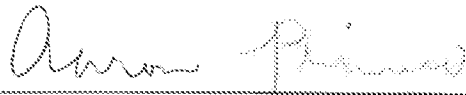
18. Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page of this Agreement by

facsimile, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright and Trademark Security Agreement as of the date first above written.

THE TYPE FOUNDERS, LLC

By: 
Name: Aaron Primero
Title: Executive Officer

The undersigned accepts and agrees to the foregoing Patent, Copyright and Trademark Security Agreement as of the date first written above.

§

EAGLE FUND V, LP,
as a Purchaser and Collateral Agent

By: EAGLE FUND V PARTNERS, LLC
Its: General Partner

By: EAGLE PRIVATE CAPITAL V, INC.
Its: Agent

By: 
Name: Benjamin Geis
Title: Managing Director

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B
PATENT LICENSES

None.

SCHEDULE C
COPYRIGHTS

None.

SCHEDULE D
COPYRIGHT LICENSES

None.

SCHEDULE E
TRADEMARKS

Registered Trademarks

Mark	Serial No.	Reg. No.	Notes
VINCENT	97099811		Acquired from Carter & Cone; assignment recorded
FENWAY	97099769		Acquired from Carter & Cone; assignment recorded
BIG CASLON	97099698		Acquired from Carter & Cone; assignment recorded
BIG FIGGINS	90802041	6787584	Acquired from Carter & Cone; assignment recorded
STILSON	85500746	4181079	Acquired from Carter & Cone; assignment recorded
SOPHIA	77458159	3543361	Acquired from Carter & Cone; assignment recorded
MANTINIA	77458146	3543359	Acquired from Carter & Cone; assignment recorded

SCHEDULE F
TRADEMARK LICENSES

None.