

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coterie Baby, Inc.		09/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	90074816	COTERIE	
Serial Number:	87983018	COTERIE	
Serial Number:	87857131	COTERIE	
Serial Number:	97417644	COTERIE	
Serial Number:	97417645	COTERIE	
Serial Number:	97417647	COTERIE	
Serial Number:	97417648	COTERIE	
Serial Number:	97417651	COTERIE	
Serial Number:	97417652	COTERIE	
Serial Number:	97417656	COTERIE	
Serial Number:	97417657	COTERIE	
Serial Number:	97417661	COTERIE	
Serial Number:	87982259	PERFECT START	
Serial Number:	97502680	HERE FOR THE CHANGES	
Serial Number:	90074811	COTERIE	
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>			

OP \$390.00 90074816

Phone: 16197040689
Email: gmorris@gcalaw.com
Correspondent Name: Gregori Morris
Address Line 1: 7831 Modern Oasis Drive
Address Line 4: San Diego, CALIFORNIA 92108

NAME OF SUBMITTER: Gregori M. Morris

SIGNATURE: /Gregori M. Morris/

DATE SIGNED: 10/03/2022

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 29, 2022 (the "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and COTERIE BABY, INC., a Delaware corporation ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of September 29, 2022 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

COTERIE BABY, INC., a Delaware corporation

By: DocuSigned by:
Sum Chi Frank Yu
A85862C92BCD4C7...

Name: Sum Chi Frank Yu

Title: CEO; President; Secretary

Address for Notices:

Attn: Frank Yu
155 Avenue of the Americas, Floor 2
New York, NY 10013
Tel:
Email: frank@coterie.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: DocuSigned by:
Aaron Apolonio
0C8942C4D7984B4...

Name: Aaron Apolonio

Title: Vice President

Address for Notices:

Attn: Aaron Apolonio
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Email: aaron.apolonio@bridgebank.com

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist **X**

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing/Registration Date:</u>
COTERIE	90074816	90/074816		7/27/2020
COTERIE	87983018	6075539		6/9/2020
COTERIE	87857131	87/857131		3/30/3018
COTERIE	97417644	97/417644		5/18/2022
COTERIE	97417645	97/417645		05/18/2022
COTERIE	97417647	97/417647		05/18/2022
COTERIE	97417648	97/417648		05/18/2022
COTERIE	97417651	97/417651		05/18/2022
COTERIE	97/417652	97/417652		05/18/2022
COTERIE	97417656	97/417656		05/18/2022
COTERIE	97417657	97/417657		05/18/2022
COTERIE	97417661	97/417661		05/18/2022
PERFECT START	87982259	5962397		01/14/2020
HERE FOR THE CHANGES	97512062			07/20/2022
HERE FOR THE CHANGES	97502680			07/14/2022
COTERIE	90074811			07/27/2020

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>