

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KIWICO, INC.		09/21/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CONTEXT CREDIT HOLDINGS, LP		
Street Address:	One Belmont Avenue, Suite 630		
City:	Bala Cynwyd		
State/Country:	PENNSYLVANIA		
Postal Code:	19004		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6790338	KOALA CRATE	
Registration Number:	6532477	ATLAS CRATE	
Registration Number:	6585895	DOODLE CRATE	
Serial Number:	90033913	MAKER CRATE	
Registration Number:	6725614	EUREKA CRATE	
Serial Number:	90237640	TINKER CRATE	
Registration Number:	4217291		
Serial Number:	88718706	TINKER	
Registration Number:	6086058	KIWICO	
Registration Number:	5391224	KIWICO	
Registration Number:	5391225		
Registration Number:	5612900		
Registration Number:	4754008	KIWI CRATE	
Registration Number:	4998422	KIWI CRATE	
Serial Number:	90820715	YUMMY CRATE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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 6790338

Phone: 6142803566
Email: james.murray@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Gloria Sheehan
SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	10/06/2022

Total Attachments: 7

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

KIWICO, INC.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) September 21, 2022

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: CONTEXT CREDIT HOLDINGS, LP

Internal Address:

Street Address: One Belmont Avenue, Suite 630

City: Bala Cynwyd

State: PA

Country: USA Zip: 19004

- Association Citizenship:
- General Partnership Citizenship:
- Limited Partnership Citizenship: DE
- Corporation Citizenship:
- Other Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Intellectual Property Security Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 16

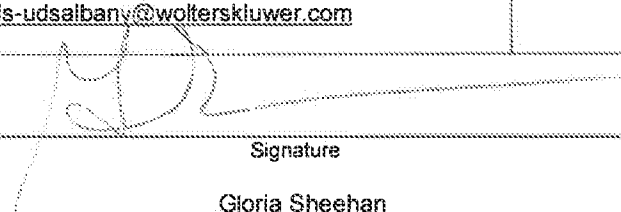
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers
Expiration Date
- b. Deposit Account Number
Authorized User Name:

9. Signature:



Signature

Gloria Sheehan

Name of Person Signing

September 27, 2022

Date

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of September 21, 2022 by KIWICO, INC., a Delaware corporation ("Grantor") in favor of CONTEXT CREDIT HOLDINGS, LP, a Delaware limited partnership (together with its successors and assigns, "Lender");

W I T N E S S E T H

WHEREAS, Grantor and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse

and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 9.8 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

KIWICO, INC.

By: 
Name: Sandra Oh Lin
Its: Chief Executive Officer

Agreed and Accepted
as of the date first written above:

CONTEXT CREDIT HOLDINGS, LP

By: Meredith L. Carter
Name: Meredith L. Carter
Title: President and Chief Executive Officer

SCHEDULE 1

(a) Patents and Patent Licenses

[None.]

(b) Trademarks and Trademark Licenses

Grantor	Trademark	Registration Date	Application Date	Registration No	Serial Number	Int Reg No If Applicable
KiwiCo, Inc.	KOALA CRATE	Jul-12-2022	Jul-2-2020	6790338	90033798	1583632
KiwiCo, Inc.	ATLAS CRATE	Oct-19-2021	Jul-2-2020	6532477	90033859	1590613
KiwiCo, Inc.	DOODLE CRATE	Dec-14-2021	Jul-2-2020	6585895	90033888	1583304
KiwiCo, Inc.	MAKER CRATE		Jul-2-2020		90033913	1581273
KiwiCo, Inc.	EUREKA CRATE	May-24-2022	Jul-2-2020	6725614	90033940	1606806
KiwiCo, Inc.	TINKER CRATE		Oct-6-2020		90237640	1580436
KiwiCo, Inc.	Kiwi Bird Design	Oct-2-2012	Feb-10-2012	4217291	85539393	
KiwiCo, Inc.	TINKER		Dec-6-2019		88718706	155731
KiwiCo, Inc.	KIWICO	Jun-23-2020	Jul-3-2017	6086058	87515071	1415023
KiwiCo, Inc.	KIWICO	Jan-30-2018	Jul-3-2017	5391224	87515065	1415023
KiwiCo, Inc.	Bird Logo	Jan-30-2018	Jul-3-2017	5391225	87515079	1423477
KiwiCo, Inc.	Bird Logo	Nov-20-2018	Jul-3-2017	5612900	87515085	1423477

KiwiCo, Inc.	KIWI CRATE	Jun-16-2015	Feb-10-2012	4754008	85539405	1590423
KiwiCo, Inc.	KIWI CRATE	Jul-12-2016	Feb-10-2012	4998422	85539397	
KiwiCo, Inc.	Design Only (Bird)	Nov-20-2018	July-3-2018	5612900	87515085	1423477
KiwiCo, Inc.	YUMMY CRATE		Jul-9-2021		90820715	1637765

(c) Copyrights and Copyright Licenses

Grantor	Copyright	Registration Date	Registration Number
KiwiCo Inc	Ballista Kit	08/20/2021	VA0002266000
KiwiCo Inc	Walking Robot Kit	08/20/2021	VA0002265998
KiwiCo Inc	Wooden Crane Kit	07/07/2021	VA0002262078
KiwiCo Inc	Mechanical Sweeper Kit	11/09/2020	VA0002238400