

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COOP HOME GOODS, LLC		11/18/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP		
Street Address:	140 East 45th Street, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4604895	COOP HOME GOODS	
Registration Number:	6479568	THE COOL SIDE	
Registration Number:	6105070	EDEN	
Registration Number:	5406139	LULLTRA	
Registration Number:	6411767	COOP	
Serial Number:	97336328	OOMPH	
Serial Number:	97529266	OOMPH AC	
Registration Number:	3479190	COMPHY C	
Registration Number:	5616144	C	
Serial Number:	87863035	COMPHY	
Registration Number:	3837476	SPALENA	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (154502-01021 F.M.)		
Address Line 1:	Blank Rome LLP		

OP \$290.00 4604895

Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 154502-01021

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 11/21/2022

Total Attachments: 10

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this “Agreement”) is dated as of November 18, 2022, between COOP HOME GOODS LLC, a Delaware limited liability company (“Coop”) (together with Coop and each other Person party hereto as a grantor from time to time, collectively, “Grantors”), and STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, “Agent”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of June 18, 2021 (as amended by that certain First Amendment to Revolving Credit, Term Loan and Security Agreement dated September 16, 2022, and that certain Second Amendment to Revolving Credit, Term Loan and Security Agreement dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Coop (collectively with each other Person joined as a party thereto as a “Borrower” in accordance with Section 6.12 thereof, and all of their respective permitted successors and assigns, “Borrowers”), CHG PARENT HOLDING LLC, a Delaware limited liability company (“Parent”) (collectively with each other Person from time to time joined as a party thereto as a “Guarantor” or who may hereafter guarantee payment or performance of the whole or any part of the Obligations, and all of their respective permitted successors and assigns, “Guarantors”), the financial institutions which are now or which hereafter become a party thereto as lenders (collectively, the “Lenders” and each individually a “Lender”), Bank Hapoalim B.M. (“BHI”), as revolving agent for the Revolving Lenders (as defined therein) (“Revolving Agent”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor has granted to Agent a lien and security interest in substantially all of its assets to secure the Obligations;

WHEREAS, each Grantor and Agent are party to that certain Intellectual Property Security Agreement, dated as of June 18, 2021 (the “Original IP Agreement”), a copy of which was recorded with (a) the United States Patent and Trademark Office on June 26, 2021, at Reel/Frame 7337/0409 and at Reel/Frame 056679/0053 and (b) the United States Copyright Office on June 28, 2021, at Volume No. 15002, Doc. No. 550, in order to perfect and/or protect all of Agent’s Liens in the Intellectual Property of each Grantor; and

WHEREAS, each Grantor and Agent wish to amend and restate the Original IP Agreement in its entirety as set forth herein.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the prompt payment and performance to Agent of the Obligations under the Credit Agreement, each Grantor hereby collaterally assigns, pledges and grants to Agent for its benefit and for the ratable benefit of Revolving Agent and each Lender, a continuing security interest in and to and Lien on all of

each Grantor's Collateral, including all right, title and interest of each Grantor in, to and under the following, whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located (collectively, the "IP Collateral"):

(a) All of such Grantor's (i) copyrights, copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 1, (ii) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, and (iv) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing, collectively, the "Copyrights");

(b) All of such Grantor's patents and patent applications, including (i) the patents and patent applications listed on Schedule 2, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "Patents");

(c) All of such Grantor's trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 3, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of such Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); *provided* that no security interest shall be granted in United States intent-to-use trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or any registrations that issue therefrom under applicable federal law), and all reissues, continuations or extensions of the foregoing (as applicable); and

(d) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for any infringement of any Intellectual Property.

Notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "IP Collateral" shall not include, (i) any license, lease, contract or agreement to which such Grantor is a party and all software or related goods and/or databases licensed or provided thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such license, lease contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the

Uniform Commercial Code or other Applicable Law) (collectively, the “Specified Assets”), *provided, however,* that, upon Agent’s reasonable request, such Grantor will use commercially reasonable efforts to obtain consent to the granting of a security interest in the Specified Assets to Agent (to the extent such prohibition is not otherwise unenforceable pursuant to the provisions of Article 9 of the UCC) and, if such consent is obtained, the lease, license or other agreement shall thereafter constitute “IP Collateral” hereunder and the security interest created hereunder shall extend to such lease, license or other agreement, in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, or (ii) any rights or property, including, without limitation, any intent-to-use trademark applications, to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other Applicable Law); provided, that, with respect to each of the foregoing clauses (i)–(ii), immediately upon the ineffectiveness, lapse or termination of any such restriction, the Collateral shall include, and such Credit Party shall be deemed to have granted a security interest in, all such rights and interests or other assets, as the case may be, as if such provision had never been in effect.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by each Grantor to Agent, Revolving Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of itself, Revolving Agent and the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Credit Agreement, the Credit Agreement shall control.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Agent, Revolving Agent, and Lenders as follows: Schedule 1, Schedule 2 and Schedule 3 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new or additional IP Collateral, this Agreement shall automatically apply thereto. Without limiting any Grantor’s obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1, Schedule 2 or Schedule 3 to include any such new or additional IP Collateral of any Grantor identified in a written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any schedule hereto shall in any way affect, invalidate or detract from Agent’s continuing security interest in all IP Collateral, whether or not listed on the schedules hereto.

7. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section

5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, applied to contracts to be performed wholly within the State of New York.

8. COUNTERPARTS. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. CONSTRUCTION. All references herein to Sections and Schedules shall be construed to refer to Sections of and Schedules to this Agreement, except where the context clearly requires otherwise. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

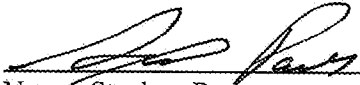
10. TERMINATION. The security interests, liens and rights granted to Agent, Revolving Agent, and Lenders hereunder shall continue in full force and effect until all of the Obligations have been paid and performed in full and all commitments of Lenders to extend credit to Borrowers have expired or been terminated. Accordingly, each Credit Party waives any rights which it may have under the Uniform Commercial Code to demand the filing of termination statements with respect to the IP Collateral, and Agent shall not be required to send such termination statements to any Credit Party, or to file them with any filing office, unless and until this Agreement shall have been terminated in accordance with its terms and all Obligations have been paid in full in immediately available funds. All representations, warranties, covenants, waivers and agreements contained herein shall survive termination hereof until all Obligations are paid and performed in full.

11. AMENDMENT AND RESTATEMENT. This Agreement amends, restates and supersedes in its entirety, but does not extinguish the obligations under, the Original IP Agreement.

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

COOP HOME GOODS LLC

By: 
Name: Stephen Parks
Title: Vice President

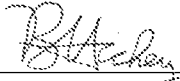
[Signatures Continued on Following Page]

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

TRADEMARK
REEL: 007899 FRAME: 0586

Approved and Accepted:

**STAR MOUNTAIN DIVERSIFIED CREDIT
INCOME FUND III, LP**

By: 
Name: Brett Hickey
Title: Authorized Signatory

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

TRADEMARK
REEL: 007899 FRAME: 0587

SCHEDULE 1
Copyrights

Copyright	Owner	Registration No./ Application No.	Registration Date/ Application Date	Status
Pillow Fabric	Borrower	VAu001240184	V Au001240184	Registered
Comply Throw	Borrower	VA0002147355	November 8, 2018	Registered
Comply Grey Bed	Borrower	VA0002147357	November 8, 2018	Registered
Comply bed puppy	Borrower	VA0002147358	November 8, 2018	Registered
Comply baby feet	Borrower	VA0002147360	November 8, 2018	Registered
Comply sleeping baby	Borrower	VA0002147361	November 8, 2018	Registered
Comply book in bed	Borrower	VA0002147364	November 8, 2018	Registered
Comply sleeping in bed	Borrower	VA0002147365	November 8, 2018	Registered
Comply messy bed	Borrower	VA0002147366	November 8, 2018	Registered
Comply warm bed	Borrower	VA0002147372	November 8, 2018	Registered
Comply making the bed	Borrower	VA0002147373	November 8, 2018	Registered
Neck Wrap	Borrower	VA0002191760	February 20, 2019	Registered
Comply messy duvet	Borrower	VA0002147354	February 13, 2019	Registered
Comply At Home	Borrower	VA0001904088	February 12, 2014	Registered
Sensual Ruffled Sheet	Borrower	VA0001902821	February 4, 2014	Registered
Comply Bamboo Towels	Borrower	VAu001311650	October 26, 2017	Registered
Comply Spa Eye Pillow Kit	Borrower	VAu001311652	October 26, 2017	Registered
Comply Spa Robe	Borrower	VAu001311651	October 26, 2017	Registered

SCHEDULE 2
Patents

Patent	Application No.	Reference No.	Application Filed	Jurisdiction	Patent No.	Owner	Status
Adjustable Leg Pillow	15/409,465	N/A	January 18, 2017	USA	9,775,440	Borrower	Registered
Multi-Position Pillow	15/409,474	N/A	January 18, 2017	USA	9,775,451	Borrower	Registered
Multi-Position Pillow	15/685,133	N/A	August 24, 2017	USA	9,844,284	Borrower	Registered
Adjustable Pillow Top Pet Bed	17/490,329	N/A	September 30, 2021	USA	N/A	Borrower	Pending
Customizable Comforter and Cover Bedding System	17/949,430	N/A	September 21, 2022	USA	N/A	Borrower	Pending
Adjustable Comforter	17/719,824	N/A	April 13, 2022	USA	N/A	Borrower	Pending

SCHEDULE 3
Trademarks

Mark	Registration No/ (Application No.)	Reference No.	Country	Registration Date/ (Application Date)	Owner	Status
COOP HOME GOODS	4604895	N/A	USA	September 16, 2014	Borrower	Registered
THE COOL SIDE	6479568	N/A	USA	September 7, 2021	Borrower	Registered
EDEN	6105070	N/A	USA	July 21, 2020	Borrower	Registered
LULLTRA	5406139	N/A	USA	February 20, 2018	Borrower	Registered
COOP	6411767	N/A	USA	July 6, 2021	Borrower	Registered
OOMP H	(97336328)	N/A	USA	(March 29, 2022)	Borrower	Pending
OOMP H AC	(97529266)	N/A	USA	(August 1, 2022)	Borrower	Pending
COMHY C	3479190	N/A	USA	August 5, 2008	Borrower	Registered
C Design	5616144	N/A	USA	November 27, 2018	Borrower	Registered
COMPHY	(87863035)	N/A	USA	(April 4, 2018)	Borrower	Suspended
SPALENA	3837476	N/A	USA	August 24, 2010	Borrower	Registered
COOP HOME GOODS	23243098	N/A	China	March 22, 2017	Borrower	Registered

Mark	Registration No./ (Application No.)	Reference No.	Country	Registration Date/ (Application Date)	Owner	Status
COOP HOME GOODS	23243099	N/A	China	March 22, 2017	Borrower	Registered
COOP HOME GOODS	18864475	N/A	China	March 22, 2017	Borrower	Registered
OOMPH	1695623	N/A	Canada	August 22, 2022	Borrower	Pending
The Comply Co. Design Mark	TMA876510	N/A	Canada	April 25, 2014	Borrower	Registered
C Design	TMA1113777	N/A	Canada	November 11, 2021	Borrower	Registered
COMPHY & Design	(2193160)	N/A	Canada	(June 20, 2022)	Borrower	Pending