

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764608

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MIAMI LABS, INC.		10/21/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Venture Lending & Leasing IX, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	Corporation: MARYLAND
Name:	WTI Fund X, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	6032800	BARN CHIC BOUTIQUE
Registration Number:	5519164	BATHPACK
Registration Number:	6275461	BLUE ANGELS HEARING
Registration Number:	6852601	BLVDBLACK
Registration Number:	5447396	CANVAS CULTURES
Registration Number:	6852525	CARTOONIFYME
Registration Number:	5539989	ELEVEN 11 OAKS BOUTIQUE
Registration Number:	5539985	ELEVEN OAKS BOUTIQUE
Registration Number:	6828560	HEREAFTER
Registration Number:	6637629	JACK ARCHER
Registration Number:	6403557	M MOMMA'S SHOP
Registration Number:	6695898	MOMMA'S SHOP
Registration Number:	6494421	ROAD ARMOR

OP \$890.00 6032800

Property Type	Number	Word Mark
Registration Number:	4248571	· SEAL OF THE SUTRO · SAN FRANCISCO
Registration Number:	6271087	SWEATFLOW
Registration Number:	6621423	WEARVA
Registration Number:	6457328	YOGASTE
Serial Number:	97226215	EVERIE
Serial Number:	97289620	EXO DRONES
Serial Number:	97171203	EXO
Serial Number:	97358437	FARM SINK SHOP
Serial Number:	97358440	FARM SINK SHOP
Serial Number:	88108723	FARMFOODS
Serial Number:	87540327	FEED ME FIGHT ME
Serial Number:	97258740	GROOVE BAGS
Serial Number:	97258742	GROOVE BAGS
Serial Number:	97258739	GROOVE BAGS
Serial Number:	97258741	GROOVE BAGS
Serial Number:	97226220	LIVEWELL
Serial Number:	97358435	MAHALO
Serial Number:	97050946	NECKLOW
Serial Number:	97059836	NINE MONTHS SOBER
Serial Number:	97070978	STEMSCOPE
Serial Number:	97226217	SUTRO
Serial Number:	90901878	THE STEMKIDS

CORRESPONDENCE DATA

Fax Number: 4153914436

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: 4153645540

Email: nsust@foxrothschild.com

Correspondent Name: Jeff Klugman

Address Line 1: 345 California Street

Address Line 2: Suite 2200

Address Line 4: San Francisco, CALIFORNIA 94104

NAME OF SUBMITTER:	Jeffrey T. Klugman
SIGNATURE:	/Jeffrey T. Klugman/
DATE SIGNED:	10/31/2022

Total Attachments: 11

source=22-10-21 Miami Labs (dba OpenStore) - IP Security Agreement#page1.tif

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of October 21, 2022, between MIAMI LABS, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IX, INC. ("Fund 9") and WTI FUND X, INC. ("Fund 10"), both Maryland corporations (sometimes referred to herein individually and together as "Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party 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 the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;
and

(g) 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.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the granted Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) **Grantor shall deliver to Secured Party within thirty (30) days of the last day of every other fiscal quarter, starting with the fiscal quarter ending on September 30, 2023, to the extent there has been a change or updated to the reported contents from the previous period reported, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral; For the avoidance of doubt, the Grantor shall only be required to delivery such report on a semi-annual basis;**

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights material to Grantor's business, (ii) detect infringements of such Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld or delayed.

3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's reasonable discretion, to take any reasonable action and to execute any instrument which Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its reasonable discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification solely by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

(c) Secured Party agrees that upon the payment in full of the Obligations (other than inchoate indemnity obligations), the security interests granted hereby shall terminate automatically and all rights to the Collateral shall revert to Grantor. Upon any such termination, Secured Party shall, at the Grantor's expense, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches in any material respect any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by electronic signatures. Grantor and Secured Party expressly agree to conduct the transactions contemplated by this Agreement by electronic means (including, without limitation, with respect to the execution, delivery, storage and transfer of this Agreement by electronic means and to the enforceability of electronic Loan Documents). Delivery of an executed signature page to this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

7. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and Fund 9, on the one hand, and Grantor and Fund 10, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between Fund 9 and Fund 10. Each reference in this Agreement to "Secured Party" shall mean and refer to each of Fund 9 and Fund 10, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of Fund 9 and Fund 10, and all rights and remedies of "Secured Party" under this Agreement may be exercised by Fund 9 and/or Fund 10 independently of one another. The security interests granted by Grantor to each of Fund 9 and Fund 10 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

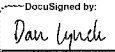
[Signature Pages Follow]

[Signature Page to Intellectual Property Security Agreement]

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

GRANTOR:

MIAMI LABS, INC.

By:  _____
Name: Daniel Lynch
Title: Head of Finance

Address for Notices:

Miami Labs, Inc.
2916 N. Miami Ave., Suite 1005
Miami, Florida 33127
Attn: Daniel Lynch
Email: dan@open.store

SECURED PARTY:

VENTURE LENDING & LEASING IX, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

SECURED PARTY:

WTI FUND X, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

[Signature page to Intellectual Property Security Agreement]

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

GRANTOR:

MIAMI LABS, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

Miami Labs, Inc.
2916 N. Miami Ave., Suite 1005
Miami, Florida 33127
Attn: Daniel Lynch
Email: dan@open.store

SECURED PARTY:

VENTURE LENDING & LEASING IX, INC.

By: *Rodolfo Ruano* _____
Name: Rodolfo Ruano
Title: Vice President

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

SECURED PARTY:

WTI FUND X, INC.

By: *Rodolfo Ruano* _____
Name: Rodolfo Ruano
Title: Vice President

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

EXHIBIT A

Copyrights

None.



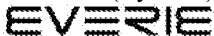


EXHIBIT B

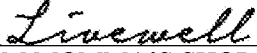





Patents

None.

EXHIBIT C

Trademarks




Mark Name	Status	Country	Filed Date	Appl. No.	Reg. Date	Reg. No.
BARN CHIC BOUTIQUE	Registered	US	9/9/2019	88/608,955	4/14/2020	6,032,800
BATHPACK	Registered	US	12/14/2017	87/721,436	7/17/2018	5,519,164
BEAUTY MELANIN	Pending	US	1/18/2022	97/226,219		
BLUE ANGELS HEARING	Registered	US	2/29/2020	88/816,049	2/23/2021	6,275,461
BLVDBLACK (stylized) 	Registered	US	4/12/2022	97/358,432	9/20/2022	6,852,601
CANVAS CULTURES	Registered	US	8/25/2017	87/583,262	4/17/2018	5,447,396
CARTOONIFYME	Registered	US	2/4/2022	97/254,468	9/20/2022	6,852,525
ELEVEN 11 OAKS BOUTIQUE (design) 	Registered	US	1/4/2018	87/743,828	8/14/2018	5,539,989
ELEVEN OAKS BOUTIQUE	Registered	US	1/4/2018	87/743,814	8/14/2018	5,539,985
EVERIE (stylized) 	Pending	US	1/18/2022	97/226,215		
EXO DRONES	Pending	US	3/1/2022	97/289,620		
EXO (stylized) 	Pending	US	12/14/2021	97/171,203		
FARM SINK SHOP	Pending	US	4/12/2022	97/358,437		
FARM SINK SHOP (design) 	Pending	US	4/12/2022	97/358,440		
FARMFOODS	Registered	US	9/7/2018	88/108,723	9/3/2019	5,853,593
FEED ME FIGHT ME	Registered	US	7/24/2017	87/540,327	2/13/2018	5,401,289
GROOVE BAGS	Pending	US	2/8/2022	97/258,740		
GROOVE BAGS	Pending	US	2/8/2022	97/258,742		
GROOVE BAGS	Pending	US	2/8/2022	97/258,739		

Mark Name	Status	Country	Filed Date	Appl. No.	Reg. Date	Reg. No.
GROOVE BAGS	Pending	US	2/8/2022	97/258,741		
HEREAFTER	Registered	US	10/21/2020	90/269,359	8/23/2022	6,828,560
JACK ARCHER	Registered	US	3/15/2021	90/580,729	2/8/2022	6,637,629
LIVEWELL (stylized) 	Pending	US	1/18/2022	97/226,220		
M MOMMA'S SHOP (design)  MOMMA'S SHOP	Registered	US	11/16/2020	90/321,649	6/29/2021	6,403,557
MAHALO	Pending	US	4/12/2022	97/358,435		
MOMMA'S SHOP	Registered	US	10/7/2020	90/240,040	4/5/2022	6,695,898
NECKLOW	Pending	US	9/29/2021	97/050,946		
NINE MONTHS SOBER	Pending	US	10/5/2021	97/059,836		
OPEN STORE ¹	Pending	US	3/19/2021	90/590,931		
OPENSTORE	Registered	Australia	9/14/2021	2,210,503	3/21/2022	2,210,503
OPENSTORE	Registered	EU	9/14/2021	018558551	7/6/2022	018558551
OPENSTORE ²	Pending	US	3/19/2021	90/590,913		
OPENSTORE (design) ³ 	Pending	US	6/28/2022	97/480,226		
ROAD ARMOR (design) 	Registered	US	5/29/2020	88/939,286	9/21/2021	6,494,421
ROAD ARMOR (design) 	Registered	EU	5/28/2020	018246399	10/23/2020	018246399
ROAD ARMOR (design) 	Registered	UK	5/28/2020	UK009182 46399	10/23/2020	UK009182 46399

¹ Intent-to-use trademark application and no "Statement of Use or "Amendment to Allege Use" has been filed.

² Intent-to-use trademark application and no "Statement of Use or "Amendment to Allege Use" has been filed.

³ Intent-to-use trademark application and no "Statement of Use or "Amendment to Allege Use" has been filed.

Mark Name	Status	Country	Filed Date	Appl. No.	Reg. Date	Reg. No.
SEAL OF THE SUTRO - SAN FRANCISCO (design) 	Registered	US	9/19/2011	85/425,695	11/27/2012	4,248,571
STEMScope	Pending	US	10/12/2021	97/070,978		
SUTRO	Pending	US	1/18/2022	97/226,217		
SWEATFLOW	Registered	US	7/10/2020	90/046,707	2/16/2021	6,271,087
THE STEMKIDS (design) 	Pending	US	8/25/2021	90/901,878		
W WEARVA (design) ⁴ 	Pending	US	4/29/2021	90/680,837		
WEARVA	Registered	US	3/5/2021	90/563,784	1/18/2022	6,621,423
YOGASTE	Registered	US	6/22/2020	90/014,019	8/17/2021	6,457,328

⁴ Intent-to-use trademark application and no "Statement of Use or "Amendment to Allege Use" has been filed.