

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM771226

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Metro Decor LLC		11/30/2022	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eclipse Business Capital LLC		
<b>Street Address:</b>	123 N. Wacker, Suite 2400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97225513	M DESIGN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1843344 TM		
<b>NAME OF SUBMITTER:</b>	Janet Wamsley		
<b>SIGNATURE:</b>	/Janet Wamsley/		
<b>DATE SIGNED:</b>	12/01/2022		
<b>Total Attachments: 5</b>			
source=Metro Decor LLC - Trademark Assignment#page2.tif			
source=Metro Decor LLC - Trademark Assignment#page3.tif			
source=Metro Decor LLC - Trademark Assignment#page4.tif			

OP \$40.00 97225513

source=Metro Decor LLC - Trademark Assignment#page5.tif

source=Metro Decor LLC - Trademark Assignment#page6.tif

**Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of November 30, 2022 (this “*Notice*”), made by **METRO DECOR LLC**, an Ohio limited liability company (the “*Grantor*”), in favor of **ECLIPSE BUSINESS CAPITAL LLC (f/k/a Encina Business Credit, LLC)**, as Agent (as defined below).

Reference is made to the Loan and Security Agreement, dated as of February 16, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), among Grantor (a “*Borrower*” and together with any other Borrower party thereto from time to time, collectively, the “*Borrowers*”), MDESIGN GLOBAL, LLC, a Delaware limited liability company (“*mDesign Global*”), MDESIGN LLC, an Ohio limited liability company (“*mDesign*”), MDESIGN Australia LLC, a Delaware limited liability company (“*mDesign Australia*”) and the other Loan Party Obligors party thereto from time to time, the Lenders party thereto from time to time and ECLIPSE BUSINESS CAPITAL LLC (f/k/a Encina Business Credit, LLC), as agent (together with its successors and assigns in such capacity, the “*Agent*”) for the Lenders (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in Section 1.3 of the Loan Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Obligations, the Grantor pursuant to the Loan Agreement did, and hereby does, collaterally assign and pledge to the Agent, its successors and permitted assigns, for the benefit of the Lenders, a continuing security interest in all of the Grantor’s right, title and interest in, to and under any and all of the trademarks, including those listed on Schedule I, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Collateral, the “*Trademark Collateral*”);

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Loan Agreement.* The security interest granted to the Agent herein is granted in furtherance, and not in limitation of, the security interest granted to the Agent pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. *Recordation.* The Grantor authorizes the directors of the United States Patent and Trademark Office to record this Notice.

SECTION 5. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall

constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 6. *Governing Law.* THIS NOTICE IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. 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 NOTICE WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

METRO DECOR LLC

By: 

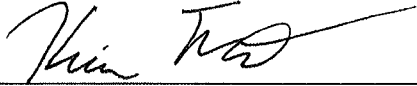
Name: Robert A. Immerman

Title: Chief Innovation Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007915 FRAME: 0097**

**ECLIPSE BUSINESS CAPITAL LLC f/k/a  
Encina Business Credit, LLC**  
as Agent,

By:   
Name: Kevin Trout  
Title: Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007915 FRAME: 0098**

Schedule I  
to Notice of Grant of Security Interest in Trademarks

**Trademarks Owned by Grantor**

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Serial No.</u>	<u>Registration Date</u>
M DESIGN	97225513	January 18, 2022

3452746.2