

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interior Define, Inc.		12/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Havenly ID, LLC		
Street Address:	3200 E. Cherry Creek South Drive		
Internal Address:	Suite 210		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80209		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5871271	INTERIOR DEFINE	
Registration Number:	5871285	I D	
CORRESPONDENCE DATA			
Fax Number:	3038931379		
<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:	3038927273		
Email:	jessica.crandall@dgslaw.com		
Correspondent Name:	Jessica Dangoia-Crandall		
Address Line 1:	1550 17th St Suite 500		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Jessica Dangoia-Crandall		
SIGNATURE:	/Jessica Dangoia-Crandall/		
DATE SIGNED:	01/26/2023		
Total Attachments: 10			
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ASSIGNMENT OF TRADEMARKS

December 29, 2022

WHEREAS, Interior Define, Inc., a Delaware corporation (the “Debtor”), with its principal place of business located at 833 W. Armitage Avenue, Chicago, IL 60614 is the owner of the entire right, title and interest in and to the Trademarks and Trademark Applications (as defined below);

WHEREAS, the Debtor is indebted to Horizon Technology Finance Corporation, as Collateral Agent (the “Collateral Agent”), and Horizon Funding I LLC, a Delaware limited liability company, Horizon Credit II LLC, a Delaware limited liability company, and Powerscourt Investments XXV Trust, a Delaware statutory trust, as Lenders (collectively, the “Lenders” and collectively with the Collateral Agent, the “Secured Parties”), which hold security interests in substantially all of the Debtor’s personal property, including the Trademarks and Trademark Applications;

WHEREAS, the Debtor is currently in default of its obligations to Lenders pursuant to the terms of a Venture Loan and Security Agreement, dated as of December 29, 2021, as modified by the Forbearance Agreement dated as of May 30, 2022, the Consent Agreement (Horizon Facility) dated as of December 13, 2022, and the Amendment No. 1 to Consent Agreement (Horizon Facility) dated as of December 22, 2022 (as such agreement may be further amended, restated, supplemented, and/or modified from time to time, the “Loan Agreement”).

WHEREAS, the Secured Parties are entitled to exercise their remedies under the Loan Documents (as defined in the Loan Agreement) and applicable law, including the Uniform Commercial Code as presently enacted in the State of Connecticut (including, to the extent applicable to the transactions contemplated herein, the Uniform Commercial Code as enacted in any other state, the “Code”; terms used herein and defined in Section 42a-9-101 of the Code shall have the meanings ascribed to such terms therein).

WHEREAS, the Secured Parties have sold the Trademarks and Trademark Applications (defined below) and certain other assets (collectively, the “UCC Purchased Assets”) by private foreclosure sale conducted under the Code (the “Foreclosure Sale”) to Havenly ID, LLC, having a principal place of business at c/o Havenly, Inc., 3200 E. Cherry Creek South Drive, Suite 210, Denver, CO 80209 (the “Purchaser”) by and pursuant to that certain Secured Party Asset Purchase Agreement, dated as of December 29, 2022, by and among the Secured Parties, the Purchaser, and the Debtor (the “APA”).

WHEREAS, capitalized terms used but not defined herein shall have meanings given them in the APA.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, including the UCC Purchase Price paid by the Purchaser, the receipt and sufficiency of which is hereby acknowledged, the Secured Parties, through the Foreclosure Sale, do hereby sell, assign, transfer and set over unto the Purchaser, its successors and assigns, the Debtor’s and the Secured Parties’ entire right, title, and interest in and to all trademarks and trademark applications of the Debtor, including without limitation those listed on Schedule I hereto, and all

file histories and documentation, including, without limitation, all trademark search results, clearance studies and watch notices that relate to such trademarks and trademark applications, and all associated goodwill associated with any of the foregoing (the foregoing, collectively, the “Trademarks and Trademark Applications”); together with all rights, credits, judgments, choses in action, rights of set-off and any and all other claims of every type and nature of, for or arising from or relating to past, present or future infringement, disparagement or claims for royalties, and any and all other rights to enforce or protect any rights constituting or relating to any of the Trademarks and Trademark Applications, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors and assigns together with all goodwill of the Debtor in connection with which the aforesaid Trademarks and Trademark Applications have been used.

Transfer Statement. This document shall constitute a “transfer statement,” as such term is defined and used in Section 42a-9-619 of the Code. Solely for purposes of any official filing, recording, registration, or certificate-of-title system covering the UCC Purchased Assets, the Secured Parties state as follows: (a) the Debtor has defaulted in connection with an obligation to the Secured Parties secured in part by the UCC Purchased Assets, (b) the Secured Parties have exercised their post-default remedies with respect to the UCC Purchased Assets, (c) by reason of such exercise, the Secured Parties have acquired the rights of the Debtor in the UCC Purchased Assets, and (d) the legal name and mailing address of the Secured Parties, as secured parties, Debtor, as the obligor under the secured obligations, and the Purchaser, as transferee, are as follows:

Lenders: Horizon Technology Finance Corporation
Horizon Funding I LLC
Horizon Credit II LLC
312 Farmington Avenue
Farmington, CT 06032
Attn: Legal Department

Powerscourt Investments XXV Trust
c/o Powerscourt Investments XXV, LP
c/o Waterfall Asset Management, LLC
1251 Avenue of the Americas, 50th Floor
New York, NY 10020
Attn: General Counsel

Debtor: Interior Define, Inc.
833 W. Armitage Avenue
Chicago, IL 60614
Attn: Antonio Nieves, CEO

Purchaser: Havenly ID, LLC
c/o Havenly, Inc.
3200 E. Cherry Creek South Drive, Suite 210
Denver, CO 80209
Attn: Lee Mayer, CEO

Pursuant to Section 42a-9-619(b) of the Code, any official or office responsible for maintaining an official filing, recording, registration, or certificate-of-title system covering the UCC Purchased Assets, including the Trademarks and Trademark Applications, shall accept this Assignment of Trademarks, promptly amend its records to reflect the transfer, if applicable, issue a new appropriate certificate of title in the name of Purchaser, and otherwise reflecting Purchaser as the owner of the UCC Purchased Assets, including the Trademarks and Trademark Applications.

Secured Parties' Disclaimer. The sale of the UCC Purchased Assets is **“as is and where is”** and the Secured Parties make no, and disclaim any, representation or warranty of any kind with respect to the Purchased Assets, including, without limitation, any warranty of merchantability or fitness for a particular purpose, and there is no warranty relating to title, possession, quiet enjoyment, or the like which by operation of law would otherwise accompany a voluntary disposition of the UCC Purchased Assets. Without limiting the generality of the foregoing, the Secured Parties make no representation or warranty, express or implied, as to the validity or utility of the UCC Purchased Assets, title to the UCC Purchased Assets, whether the sale will be free and clear of liens and security interests (other than the security interests of the Secured Parties), the status of any issued patents or registered trademarks or any applications for patents or trademarks, whether any transfer documentation executed by the Secured Parties will be sufficient to transfer title to Intellectual Property registered in foreign jurisdictions, whether the intellectual property or any use thereof infringes on the rights of others, whether any intent-to-use trademark applications are assignable, or whether any license agreements and other contracts are assignable. Any and all costs associated with transferring title to, assigning, perfecting, recording, maintaining, renewing, defending, enforcing, or registering Intellectual Property domestically or in a foreign jurisdiction, including without limitation costs of legalizing and/or translating documents, legal fees, and patent office, trademark office, or other governmental fees, are solely the responsibility of the Purchaser. Further, the Secured Parties make no warranty as to the existence, location or condition of any tangible assets constituting UCC Purchased Assets. Certain inventory and other tangible UCC Purchased Assets of the Debtor may be held by or under the control of third parties, and the Secured Parties make no, and disclaim any, representation or warranty of any kind as to the title to, lien priority with respect to, or the accessibility of such UCC Purchased Assets.

Debtor's Disclaimer. Except as set forth in Section 13 of the APA, by and among the Secured Parties, the Purchaser, and the Debtor, the sale of the UCC Purchased Assets is **“as is and where is”** and the Debtor makes no, and disclaim any, representation or warranty of any kind with respect to the UCC Purchased Assets, including, without limitation, any warranty of merchantability or fitness for a particular purpose, and there is no warranty relating to title, possession, quiet enjoyment, or the like which by operation of law would otherwise accompany a voluntary disposition of the UCC Purchased Assets. Without limiting the generality of the foregoing, except as set forth in Section 13 of the APA, the Debtor makes no representation or warranty, express or implied, as to the validity or utility of the UCC Purchased Assets, title to the UCC Purchased Assets, whether the sale will be free and clear of liens and security interests (other than the security interests of the Secured Parties), the status of any issued patents or registered trademarks or any applications for patents or trademarks, whether any transfer documentation executed by the Debtor will be sufficient to transfer title to Intellectual Property registered in foreign jurisdictions, whether the intellectual property or any use thereof infringes on the rights of others, whether any intent-to-use trademark applications are assignable, or whether any license agreements and other contracts are assignable. Any and all costs associated with transferring title to, assigning, perfecting,

recording, maintaining, renewing, defending, enforcing, or registering Intellectual Property domestically or in a foreign jurisdiction, including without limitation costs of legalizing and/or translating documents, legal fees, and patent office, trademark office, or other governmental fees, are solely the responsibility of the Purchaser. Further, the Debtor makes no warranty as to the existence, location or condition of any tangible assets constituting UCC Purchased Assets. Certain inventory and other tangible UCC Purchased Assets of the Debtor may be held by or under the control of third parties, and the Debtor makes no, and disclaim any, representation or warranty of any kind as to the title to, lien priority with respect to, or the accessibility of such UCC Purchased Assets.

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The undersigned hereby acknowledges and consents and agrees to the assignment and conveyance of the Trademarks and Trademark Applications pursuant to this Assignment of Trademarks.

IN WITNESS WHEREOF, the Debtor has caused this instrument to be executed by its duly authorized officer the date first set forth above.

DEBTOR: INTERIOR DEFINE, INC.

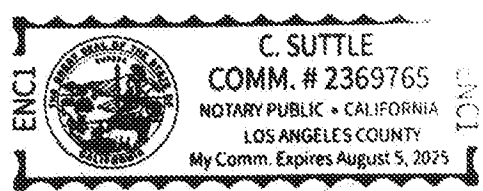
By: [Signature]
Name: ANTONIO NILES
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
County of LOS Angeles) ss

On this 23 day of December, 2022 before me appeared Antonio Niles, to me personally known who, being duly sworn, did depose and say that he is the OWNER of INTERIOR DEFINE, INC., the Delaware corporation named in and which executed the foregoing instrument; and that said instrument was signed on behalf of said Delaware corporation; and said ANTONIO NILES acknowledged said instrument to be the free and authorized act and deed of said corporate entity.

[Signature]
Notary Public
My Commission Expires: 8/5/25

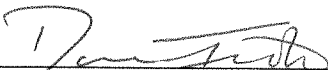


[Signature Page to Assignment of Trademarks]

IN WITNESS WHEREOF, the Secured Parties have caused this instrument to be executed by its duly authorized officer as of the date first set forth above.

SECURED PARTIES:

HORIZON TECHNOLOGY FINANCE CORPORATION


By: 
Name: Daniel Trolio
Title: Chief Financial Officer

HORIZON FUNDING I LLC

By: Horizon Secured Loan Fund I LLC, its sole member

By: 
Name: Daniel Trolio
Title: Manager

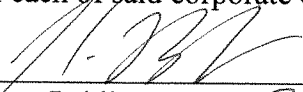
HORIZON CREDIT II LLC

By: 
Name: Daniel Trolio
Title: Chief Financial Officer

[Signature Page to Assignment of Trademarks]

State of Connecticut)
County of Hartford) ss Farmington

On this 23rd day of December, 2022, before me appeared Daniel Trolio, to me personally known who, being duly sworn, did depose and say that he is the Chief Financial Officer of each of HORIZON TECHNOLOGY FINANCE CORPORATION, a Delaware corporation and HORIZON CREDIT II LLC, a Delaware limited liability company, and the Manager of Horizon Funding I, LLC, the sole member of HORIZON FUNDING I LLC, each of which is named in and which executed the foregoing instrument; and that said instrument was signed on behalf of each of said corporate entities; and said Daniel Trolio acknowledged said instrument to be the free and authorized act and deed of each of said corporate entities.



Notary Public John C. Bombaca
My Commission Expires: _____
Commissioner of the Superior Court of
the State of Connecticut

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 007958 FRAME: 0300

SECURED PARTIES:

POWERSCOURT INVESTMENTS XXV TRUST

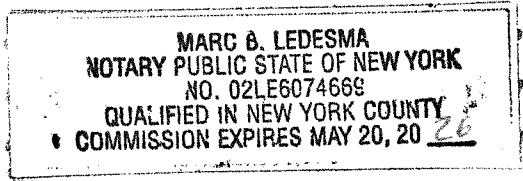
By: 1485 Management, LLC, as Trust's Agent

By: [Signature]
Name: Glenn Guskowski
Title: Authorized Person

State of NY)
County of NY) ss

On this 3rd day of ~~December~~ January, 2023, before me appeared Glenn Guskowski to me personally known who, being duly sworn, did depose and say that he is the Authorized Person of 1485 Management, LLC, as Trust's Agent of POWERSCOURT INVESTMENTS XXV TRUST, which is named in and which executed the foregoing instrument; and that said instrument was signed on behalf of each of said corporate entity; and said Authorized Person acknowledged said instrument to be the free and authorized act and deed of each of said corporate entity.

[Signature]
Notary Public
My Commission Expires: 5/20/2026



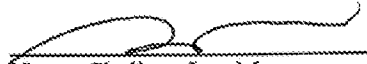
IN WITNESS WHEREOF, the Purchaser has caused this instrument to be executed by its duly authorized officer as of the date first set forth above.

PURCHASER:

HAVENLY ID, LLC

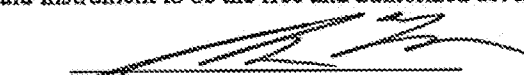
By: Havenly Inc., its manager

By:


Name: Shalinee Lee Mayer
Title: President and CEO

State of Colorado)
County of Denver) ss

On this 6th day of ~~December~~ January, ~~2022~~ 2023 before me appeared Shalinee Lee Mayer, to me personally known who, being duly sworn, did depose and say that she is the President and CEO of Havenly Inc., the Manager of HAVENLY ID, LLC, the Delaware limited liability company named in and which executed the foregoing instrument; and that said instrument was signed on behalf of said Delaware limited liability company; and said President and CEO of the Manager acknowledged said instrument to be the free and authorized act and deed of said corporate entity.


Notary Public
My Commission Expires: 10/13/25

JAN ANDREW THOMAS MCKISSACK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214040549
MY COMMISSION EXPIRES OCTOBER 13, 2025

[Signature Page to Assignment of Trademarks]

SCHEDULE I

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Owner	Registration Number	Registration Date	Jurisdiction
INTERIOR DEFINE (Madrid Trademark – National)	Interior Define, Inc.	1593837	April 7, 2021	Australia
INTERIOR DEFINE	Interior Define, Inc.	1,105,894	August 3, 2021	Canada
INTERIOR DEFINE (EU Trademark)	Interior Define, Inc.	1593837	April 7, 2021	European Union
INTERIOR DEFINE (International Register) (Madrid Trademark – National)	Interior Define, Inc.	1593837	April 7, 2021	International Register
INTERIOR DEFINE (Madrid Trademark – National)	Interior Define, Inc.	1593837	April 7, 2021	Turkey
INTERIOR DEFINE	Interior Define, Inc.	5871271	October 1, 2019	United States of America
INTERIOR DEFINE (Logo)	Interior Define, Inc.	5871285	October 1, 2019	United States of America