

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788576

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clutter Management LLC		02/16/2023	Limited Liability Company: DELAWARE
Clutter Inc.		02/16/2023	Corporation: DELAWARE
Clutter RE LLC		02/16/2023	Limited Liability Company: DELAWARE
Clutter Intermediate Inc.		02/16/2023	Corporation: DELAWARE
Clutter Holdings Inc.		02/16/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	387 Park Avenue South, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6182958	MAKESPACE	
Registration Number:	6024447	SELF-STORAGE IS STUPID	
Registration Number:	4732893	NEVER VISIT A STORAGE UNIT AGAIN	
Registration Number:	4732762	YOUR CLOSET IN THE CLOUD	
Registration Number:	5433688		
Registration Number:	5433687	MAKESPACE	
Registration Number:	4601534		
Registration Number:	5375535	YOUR CLOSET IN THE CLOUD	
Registration Number:	4642225	MAKESPACE	
Serial Number:	97474531	ELBOW ROOM	
CORRESPONDENCE DATA			
Fax Number:			
<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 \$265.00 6182958

Phone: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1914335

NAME OF SUBMITTER: ANDREW NASH

SIGNATURE: /ANDREW NASH/

DATE SIGNED: 02/22/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of February 16, 2023 by and among (a) **SILICON VALLEY BANK**, a California corporation (“Bank”), and (b) (i) **CLUTTER MANAGEMENT LLC**, a Delaware limited liability company, (ii) **CLUTTER INC.**, a Delaware corporation, (iii) **CLUTTER RE LLC**, a Delaware limited liability company, (iv) **CLUTTER INTERMEDIATE INC.**, a Delaware corporation, and (v) **CLUTTER HOLDINGS INC.**, a Delaware corporation (each and together, jointly and severally, “Grantor”).

RECITALS

A. Bank 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 that certain Loan and Security Agreement by and among Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Documents.

B. Pursuant to the terms of the Loan Documents, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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;

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

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

(j) 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 anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature

page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

c/o Clutter Holdings Inc.
3526 Hayden Avenue
Culver City, CA 90232
Attn: Renee Jackson & Marcelo Pratto

CLUTTER MANAGEMENT LLC

DocuSigned by:
By: Rahul Gandhi
Name: Rahul Gandhi
Title: CEO

CLUTTER INC.

DocuSigned by:
By: Rahul Gandhi
Name: Rahul Gandhi
Title: CEO

CLUTTER RE LLC

DocuSigned by:
By: Rahul Gandhi
Name: Rahul Gandhi
Title: CEO

CLUTTER INTERMEDIATE INC.

DocuSigned by:
By: Rahul Gandhi
Name: Rahul Gandhi
Title: CEO

CLUTTER HOLDINGS INC.

DocuSigned by:
By: Rahul Gandhi
Name: Rahul Gandhi
Title: CEO

BANK:

Address:

Silicon Valley Bank
387 Park Avenue South, 2nd Floor
New York, New York 10016
Attn: Matt Garrity

SILICON VALLEY BANK

DocuSigned by:
By: Matt Garrity
Name: Matt Garrity
Title: Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Grantor	Description	Registration/ Application Number	Registration/ Application Date
CLUTTER RE LLC	MAKESPACE	6182958	10/27/2020
CLUTTER RE LLC	SELF-STORAGE IS STUPID	6024447	3/31/2020
CLUTTER RE LLC	NEVER VISIT A STORAGE UNIT AGAIN	4732893	5/5/2015
CLUTTER RE LLC	YOUR CLOSET IN THE CLOUD	4732762	5/5/2015
CLUTTER RE LLC	(Design)	5433688	3/27/2018
CLUTTER RE LLC	MAKESPACE	5433687	3/27/2018
CLUTTER RE LLC	(Design)	4601534	9/9/2014
CLUTTER RE LLC	YOUR CLOSET IN THE CLOUD	5375535	1/9/2018
CLUTTER RE LLC	MAKESPACE	4642225	11/18/2014
Clutter Holdings Inc.	Elbow Room	97474531	6/24/2022

EXHIBIT D

Mask Works

None.