

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792081

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fireplace, Inc.		03/06/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Stifel Bank, as collateral agent		
Street Address:	501 North Broadway		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63102		
Entity Type:	state-chartered bank: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5589824	SMORE	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
SIGNATURE:	/Jacqueline P. Scheib/		
DATE SIGNED:	03/06/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”) is made as of March 6, 2023, by FIREPLACE, INC., a Delaware corporation (“Grantor”), in favor of STIFEL BANK, a Missouri state-chartered bank, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, pursuant to that Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Credit Agreement”), by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders and the L/C Issuers party thereto from time to time and Grantee, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has entered into a Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in and to (i) the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office, and the goodwill of the business symbolized thereby (the “Trademarks”), (ii) the patents and patent applications listed on the attached Schedule B, which patents are issued or applied for in the United States Patent and Trademark Office (the “Patents”), and (iii) the copyrights listed on the attached Schedule C, which copyrights are registered in the United States Copyright Office (the “Copyrights”), and all Proceeds (as defined in the Security Agreement) thereof, including, without limitation, the right to sue for past, present and future infringements thereof and any and all damages arising from past, present and future infringements thereof (collectively, the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. For the avoidance of doubt, no grant of any security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security 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 any provision of the Security Agreement and any provision of this IP Security Agreement, the provisions of the Security Agreement shall control.

The Grantor authorizes and requests that the Commissioner for Trademarks/Patents, Register of Copyrights and any other applicable government officer record this IP Security Agreement.

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

FIREPLACE, INC.

By: 

Name: Aubrey Rustin Davis

Title: President

ACKNOWLEDGED AND AGREED:

STIFEL BANK

By: _____

Name:

Title:

[Signature Page to IP Security Agreement – Fireplace, Inc.]

TRADEMARK
REEL: 007993 FRAME: 0724


IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

FIREPLACE, INC.

By: _____
Name: Aubrey Rustin Davis
Title: Vice President

ACKNOWLEDGED AND AGREED:

STIFEL BANK

By: 
Name: John H. Roberts
Title: E.V.P.

[Signature Page to IP Security Agreement - Fireplace, Inc.]

TRADEMARK
REEL: 007993 FRAME: 0725

SCHEDULE A

Trademark Registrations and Applications

Trademark	App. Date	App. Number	Reg. Date	Reg. Number	Owner Name
SMORE	3/15/2018	87836428	10/23/2018	5589824	Fireplace, Inc.

SCHEDULE B

Patents and Patent Applications

None.

SCHEDULE C

Copyright Registrations and Applications

None.