

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM814557

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900765795		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Heatonist LLC		04/07/2023	Limited Liability Company: NEW YORK
Heatonist Holdings LLC		04/07/2023	Limited Liability Company: NEW YORK
Heatonist Intermediate LLC		04/07/2023	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC Bank USA		
<b>Street Address:</b>	120 S. LaSalle St		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Banking Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4850932	HEATONIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173453299		
<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>Email:</b>	trademarks@burnslev.com		
<b>Correspondent Name:</b>	Deborah J Peckham		
<b>Address Line 1:</b>	Burns & Levinson LLP, 125 High Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	57267.5		
<b>NAME OF SUBMITTER:</b>	Deborah J Peckham		
<b>SIGNATURE:</b>	/Deborah J Peckham/		
<b>DATE SIGNED:</b>	06/01/2023		
<b>Total Attachments: 8</b>			

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this “Agreement”), dated as of April 7, 2023 is made by and among Heatonist LLC, Heatonist Holdings LLC, and Heatonist Intermediate LLC, each having an address at 121 Wythe Avenue, Brooklyn, NY 11249 (each, individually, jointly, severally, collectively, together with their permitted successors and assigns, the “Debtor”), and CIBC Bank USA (the “Secured Party”), having a business location at 120 S. LaSalle St., Chicago, Illinois 60603.

### Recitals

The Debtor and the Secured Party are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the “Loan Agreement”) setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Security Interest” has the meaning given in Section 2.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks, including, without limitation, Debtor’s right, title and interest in and to the Patents identified on Exhibit A hereto and the Trademarks identified on Exhibit B hereto (collectively, the “IP Collateral”), to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Secured Party’s Right to Take Action**. If the Debtor fails to perform or observe any of its covenants or agreements set forth in the Loan Agreement with respect to Intellectual Property, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof or if the Debtor

notifies the Secured Party that it intends to abandon a material Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(b) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (b) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or after an Event of Default, necessary for the Secured Party to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default exists.

5. No Limitation; Loan Documents. This Agreement has been executed and delivered by the Debtor for the purpose of recording the security interest granted to the Secured Party with respect to the IP Collateral with the United States Patent and Trademark Office, as well as with any similar office or department of any other foreign or domestic Governmental Authority. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Loan Agreement and the other Loan Documents, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement. The other Loan Documents (and all rights and remedies of Debtor and Security Party thereunder) shall remain in full force and effect in accordance with their terms.

6. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights

and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. This Agreement or any financing statement signed by the Debtor may be transmitted by facsimile machine or by electronic mail in portable document format ("pdf") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. Any party delivering an executed counterpart of this Agreement or any financing statement signed by the Debtor by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect hereof. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

[CONTINUED ON THE FOLLOWING PAGE]

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DEBTOR:

HEATONIST LLC

By: 

Name: Noah Chaimberg

Title: CEO

HEATONIST HOLDINGS LLC

By: 

Name: Noah Chaimberg

Title: CEO

HEATONIST INTERMEDIATE LLC

By: 

Name: Noah Chaimberg

Title: CEO

SECURED PARTY:

CIBC BANK USA

By: \_\_\_\_\_

Name: Ethan Powell

Title: Managing Director

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK  
REEL: 008090 FRAME: 0888

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DEBTOR:

**HEATONIST LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HEATONIST HOLDINGS LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HEATONIST INTERMEDIATE LLC**

By: \_\_\_\_\_  
Name:  
Title:

SECURED PARTY:

**CIBC BANK USA**

By: \_\_\_\_\_  
Name: Ethan Powell  
Title: Managing Director

EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.



FOREIGN ISSUED PATENTS

None.

FOREIGN PATENT APPLICATIONS

None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS:

<b>COUNTRY</b>	<b>MARK</b>	<b>REG. DATE</b>	<b>REG. NO.</b>
USA	Heatonist	11/10/2015	4850932

APPLICATIONS:

None.

COLLECTIVE MEMBERSHIP MARKS:

None.

UNREGISTERED MARKS:

None.