

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM814222

<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>
COZY EARTH HOLDINGS, INC.		05/31/2023	Corporation: UTAH
COZY EARTH, LLC		05/31/2023	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION,		
<b>Street Address:</b>	127 Public Square		
<b>City:</b>	CLEVELAND		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6836186	COZY EARTH	
<b>Registration Number:</b>	5605870	COZY EARTH	
<b>Registration Number:</b>	6727157	COZY EARTH	
<b>Registration Number:</b>	5605871		
<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>	2163485400		
<b>Email:</b>	IPMailbox@mcdonaldhopkins.com		
<b>Correspondent Name:</b>	MCDONALD HOPKINS LLC		
<b>Address Line 1:</b>	600 SUPERIOR AVENUE EAST, SUITE 2100		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	22795-00272		
<b>NAME OF SUBMITTER:</b>	Kimberly Hefner		
<b>SIGNATURE:</b>	/Kimberly Hefner/		
<b>DATE SIGNED:</b>	05/31/2023		

OP \$115.00 6836186

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of May 31, 2023, is made by and between **COZY EARTH HOLDINGS, INC.**, a Utah corporation, and **COZY EARTH, LLC**, a Utah limited liability company (collectively, the "**Grantor**"), in favor of **KEYBANK NATIONAL ASSOCIATION**, a national banking association (the "**Lender**").

WHEREAS, the Grantor has entered into an Amended and Restated Credit and Security Agreement dated as of the date hereof (as amended, restated supplemented or modified from time to time, the "**Credit Agreement**") with the Lender.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used herein but not defined herein shall have the meaning set forth in the Credit Agreement.

2. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 1 hereto, and the unregistered trademarks used by the Grantor, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(c) the copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 1 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. The 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 IP Security Agreement upon request by the Lender.

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

5. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Successors and Assigns. This IP Security 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 IP Security 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 IP Security 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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

**COZY EARTH HOLDINGS, INC.,**

a Utah corporation


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

Name: Tanner Lamb

Title: Chief Financial Officer

**COZY EARTH, LLC,**

a Utah limited liability company

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

Name: Tyler Hoyells

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

KEYBANK NATIONAL ASSOCIATION

By: B. D. O'Keefe  
Name: Brian D. O'Keefe  
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 008120 FRAME: 0160**

**SCHEDULE 1**

<b>Owner of the IP</b>	<b>Type of IP</b>	<b>Description of IP</b>	<b>Filing Date</b>	<b>Application or Registration Number</b>	<b>Jurisdiction in which IP is Registered</b>
Cozy Earth Holdings, Inc.	Trademark	Name	9/6/2022	6836186	United States
Cozy Earth, LLC	Trademark	Name	8/21/2020	5605870	United States
Cozy Earth Holdings, Inc.	Trademark	Name & Bamboo Logo	5/24/2022	6727157	United States
Cozy Earth, LLC	Trademark	Bamboo Logo	11/13/2018	5605871	United States