

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PUPPYSPOT GROUP, LLC		08/02/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Montage Capital II, L.P.		
Street Address:	900 East Hamilton Avenue, Suite 100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5146415	PUPPYSPOT	
Registration Number:	5146413		
Registration Number:	5146412	PUPPYSPOT	
Registration Number:	5146411	FETCH YOUR NEW BEST FRIEND AT PUPPYSPOT	
Registration Number:	5329488	FETCH YOUR NEW BEST FRIEND	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	08/02/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 2, 2023 by and between Puppyspot Group LLC, a Florida limited liability company ("Puppyspot"), XBP Holdings, LLC, a Delaware limited liability company ("Parent"), XBP, LLC, a Delaware limited liability company ("XBP"), and Montage Capital II, L.P., a Delaware limited partnership ("Lender"). Puppyspot, Parent, and XBP are each referred to herein as a "Borrower" and collectively, as the "Borrowers".

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and between Lender and Borrowers dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Lender, each Borrower grants to Lender a security interest in all of such Borrower's right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Each Borrower hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the schedules to this Agreement to include any intellectual property which any Borrower obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended schedules reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. In the event that any signature is executed and delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file or electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" or electronic signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

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.

Address of Borrowers:

Puppyspot Group, LLC
333 Washington Street
Jersey City, NJ 07302
Attn: Claire Komorowski, CEO

BORROWERS:

XBP HOLDINGS, LLC

By: SO

Name: Steve Owen

Title: Treasurer

XBP, LLC

By: SO

Name: Steve Owen

Title: Treasurer

PUPPYSPOT GROUP, LLC

By: SO

Name: Steve Owen

Title: Treasurer

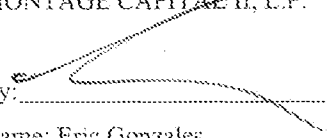
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

LENDER:

Address of Lender:

MONTAGE CAPITAL II, L.P.

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

By:  _____

Name: Eric Gonzales

Title: Managing Director

SCHEDULE A

Copyrights

If None, check this box:

<u>Name of Owner</u>	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B


Patents

If None, check this box:

<u>Name of Owner</u>	<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>

SCHEDULE C

Trademarks

<u>Name of Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
Puppyspot	PUPPYSPOT	87106086	5146415	February 21, 2017
Puppyspot		87106081	5146413	February 21, 2017
Puppyspot	PUPPYSPOT	87106073	5146412	February 21, 2017
Puppyspot	FETCH YOUR NEW BEST FRIEND AT PUPPYSPOT	87106068	5146411	February 21, 2017
Puppyspot	FETCH YOUR NEW BEST FRIEND	87419195	5329488	November 7, 2017
Puppyspot	PUREBRED BREEDERS BUILDING FAMILIES ONE PUPPY AT A TIME	86653380	4991457	*
Puppyspot	BUY PUPPIESDIRECT.COM	86636762	4892146	*
Puppyspot	PB	86653367	4877721	*

* — indicates dead, abandoned or cancelled trademark