

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OONI LIMITED		07/25/2023	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	HSBC INNOVATION BANK LIMITED		
Street Address:	Alphabeta, 14-18 Finsbury Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2A 1BR		
Entity Type:	Corporation: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1328750	FOOD PRIDE	
Registration Number:	5840490	OONI	
Serial Number:	90651855	OONI	
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>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
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:	2093726 TM		
NAME OF SUBMITTER:	Naomi Sakata		
SIGNATURE:	/Naomi Sakata/		
DATE SIGNED:	08/15/2023		
Total Attachments: 8			
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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDMED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of July 25, 2023 by and between **HSBC INNOVATION BANK LIMITED**, in its capacity as security agent for the Lenders (together, with its successors, in such capacity the “Security Agent”) and **OONI LIMITED**, a company incorporated in England and Wales under number 08316049 whose registered office is at Walderslade Accounting Services, 105 Hopewell Business Centre Unit 20, Hopewell Drive, Chatham, Kent, ME5 7DX (“Grantor”).

RECITALS

A. The Security Agent and certain banks and other financial institutions or entities (each a “Lender” and collectively, the “Lenders”) have 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 Facility Agreement by and among the Security Agent, the Lenders, **OONI, INC.**, a Delaware corporation (“Subsidiary”), and Grantor dated as of February 15, 2022, as amended and restated by that certain Facility Agreement Amendment and Restatement Agreement dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the “Facility Agreement”). To secure Grantor’s obligations to Security Agent, for the ratable benefit of the Lenders, Grantor, Subsidiary, and Security Agent have entered into a certain Amended and Restated Collateral Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Collateral Agreement”). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Security Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor. *Capitalized terms used herein but not otherwise defined herein are used as defined in the Collateral Agreement.*

B. Pursuant to the terms of the Collateral Agreement, Grantor has granted to the Security Agent, for the ratable benefit of the Lenders, 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.

C. This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement, dated as of February 15, 2022, by and between Grantor and Silicon Valley Bank, a California corporation (the “Existing IP Agreement”).

D. It is a condition precedent to the Facility Agreement that Grantor shall have amended and restated the Existing IP Agreement and reaffirmed the security interests thereunder.

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 Grantor’s obligations to the Security Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to the Security Agent, Grantor grants and pledges to the Security Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under the following (all of which shall collectively be called the “Intellectual Property Collateral”):

(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.

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 the Security Agent.

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

4. 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.

5. 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.

6. 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).


7. Amendment and Restatement. This Agreement is an amendment and restatement of, and continuation, extension and renewal of, but not an extinguishment of, the obligations of the Grantors under the Existing IP Agreement. Without limiting the generality of the foregoing, the Collateral Agreement and all of the Collateral described therein do and shall continue to secure the payment of all of the respective Secured Obligations of the Grantor and the Subsidiary.

[Signature page follows]

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

GRANTOR:

Executed as a deed by)
OONI LIMITED)
acting by a director and its)
secretary or two directors)

DocuSigned by:

Director: _____
Name: Andrew Brown

DocuSigned by:

Director: _____
Name: Kristian Tapaninaho

SECURITY AGENT:

HSBC INNOVATION BANK LIMITED

DocuSigned by:
By: Darren Davidson
Name: Darren Davidson
Title: Managing director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Pizza Oven	United States of America	10941945	March 9, 2021
Ooni Pro	United States of America	15/832765	December 5, 2017
Ooni Pro	United States of America	17/105248	November 25, 2020
Ooni Pro design	United States of America	D853774	July 16, 2019
Ooni 3 Design	United States of America	D862969	October 15, 2019
Cast Iron Series	United States of America	D891171	July 28, 2020
Ooni Koda Design	United States of America	29/702080	August 16, 2019
Ooni Koda Design	United States of America	29/795487	August 16, 2019
KARU	United States of America	29/735613	May 22, 2020
Pizza Oven	United States of America	29/748103	August 27, 2020
Ooni Koda 16 Design	United States of America	29/735618	May 22, 2020
COOKING APPARATUS	United States of America	16067535	June 29, 2018

EXHIBIT C

Trademarks

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
UUNI	United States of America	1328750	April 7, 2016
OONI	United States of America	5840490	August 20, 2019
KODA	Spain	6010374	March 17, 2020
KARU	Spain	6055651	May 27, 2020
FYRA	Spain	6297612	March 23, 2021
OONI	United States of America	90651855	April 16, 2021

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

ny-2551154

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