

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Humble Imports Inc.		09/28/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Context Credit Holdings, LP		
Street Address:	1 Belmont Avenue, Suite 630		
City:	Bala Cynwyd		
State/Country:	PENNSYLVANIA		
Postal Code:	19004		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97707810	ECD AUTO DESIGN	
Serial Number:	97824632	ECD AUTOMOTIVE DESIGN	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Ted.Mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Christine Panaro		
SIGNATURE:	/Christine Panaro/		
DATE SIGNED:	09/28/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of September 28, 2023, by **HUMBLE IMPORTS INC.**, a Florida corporation, d/b/a ECD Auto Design ("Grantor") in favor of **CONTEXT CREDIT HOLDINGS, LP**, a Delaware limited liability partnership (together with its successors and assigns, "Lender"):

WITNESSETH

WHEREAS, Grantor and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, through the Loan Agreement, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(a) each trademark, patent and copyright listed on Schedule I annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights", respectively) together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, Copyright or Patent, or (ii) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

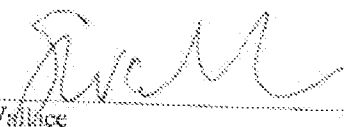
4. GOVERNING LAW: JURISDICTION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 9.9, 9.10, AND 9.11 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

5. Notices. Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 9.7 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


HUMBLE IMPORTS INC (D/B/A ECD AUTO DESIGN)

By:  (SEAL)
Name: Scott Wallace
Title: CEO

[Signature Page to Intellectual Property Security Agreement]

Agreed and Accepted
as of the date first written above:

CONTEXT CREDIT HOLDINGS, LP

By:  (SEAL)

Name: Meredith L. Carter

Its: President and Chief Executive Officer


[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I

(a) Patents and Patent Licenses

NONE

(b) Trademarks and Trademark Licenses

Owner	Mark	File Date	Application #	Status	Registration #
Humble Imports Inc	ECD AUTO DESIGN 	January 5, 2023	SN: 97707810	Pending review	--
Humble Imports Inc	ECD AUTOMOTIVE DESIGN	March 9, 2023	SN: 97824632	Pending review	--

(c) Copyrights and Copyright Licenses

NONE