

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIRECTBUY OPERATIONS, LLC		10/13/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CSC Generation Holdings, Inc.		
Street Address:	515 N State Street, Floor 13		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3047273	DIRECTBUY	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	973-597-2500		
Email:	tmclients@lowenstein.com		
Correspondent Name:	Jenna-Marie Tracy, Esq.		
Address Line 1:	c/o Lowenstein Sandler, LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	44750.2		
NAME OF SUBMITTER:	Jenna-Marie Tracy, Esq.		
SIGNATURE:	/Jenna-Marie Tracy/		
DATE SIGNED:	10/16/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 13, 2023, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of CSC Generation Holdings, Inc. (“Secured Party”).

WITNESSETH:

WHEREAS, pursuant to those certain subordinated promissory notes (as the same may be amended, restated, supplemented or otherwise modified from time to time, together with all substitutions or replacements thereof, the “Notes”), made by DirectBuy Operations, LLC, a Delaware limited liability company, in favor of the Secured Party, Secured Party has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to that certain Security Agreement, dated as of October [13], 2023, in favor of Secured Party (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to grant a security interest in Collateral to secure the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Notes and to induce Secured Party to make extensions of credit to the Grantor thereunder, Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Secured Party, and grants to Secured Party a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Intellectual Property Collateral”):

(a) all Copyrights, Trademarks, and Patents owned by Grantor and all IP Licenses providing for the grant by or to Grantor of any right under any Copyright, Trademark, or Patent, in each case including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals, reversions and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

DIRECTBUY OPERATIONS, LLC, as Grantor

DocuSigned by:

Robert Fetterman

By: _____

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Name: Robert Fetterman

Title: President

ACCEPTED AND AGREED
as of the date first above written:

CSC GENERATION HOLDINGS, INC.
as Secured Party

By: DocuSigned by: *Liz Brown*
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Name: Liz Brown
Title: Secretary

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Country	Goods/Services	Reg. No.	Reg. Date	Status
DIRECTBUY	US	IC 035-buying club services	3047273	January 24, 2006	LIVE
DIRECTBUY	CAN	IC 035 0 buying club services	TMA662,0 89,114610 6	April 4, 2006	LIVE