

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TYLT, LLC		11/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MUZINICH BDC, INC.		
Street Address:	450 PARK AVENUE		
Internal Address:	18TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	90472575	LIFECUBE	
Registration Number:	5431376	+	
Registration Number:	5431375	TYLT	
Registration Number:	4329108	LYLL	
Registration Number:	4499680	ENERGI	
Registration Number:	4370097	Y-CHARGE	
Registration Number:	4369640	JELLYFISH	
Registration Number:	4369641	RANDOM ORDER	
Registration Number:	4376880	TYLT	
Registration Number:	4379403	TYLT BUILT TO TYLT	
Registration Number:	4376540	BUMPR	
Registration Number:	4498639	RANDOM ORDER	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		

CH \$315.00 90472575

Correspondent Name: CHRISTOPHER CLOSE
Address Line 1: TROUTMAN PEPPER LLP
Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER: 263559.000002

NAME OF SUBMITTER: Christopher C Close, Jr.

SIGNATURE: /Christopher C. Close Jr./

DATE SIGNED: 11/16/2023

Total Attachments: 10

source=MTG IP Security Agreement - TYLT Acquisition (Executed)#page1.tif
source=MTG IP Security Agreement - TYLT Acquisition (Executed)#page2.tif
source=MTG IP Security Agreement - TYLT Acquisition (Executed)#page3.tif
source=MTG IP Security Agreement - TYLT Acquisition (Executed)#page4.tif
source=MTG IP Security Agreement - TYLT Acquisition (Executed)#page5.tif
source=MTG IP Security Agreement - TYLT Acquisition (Executed)#page6.tif
source=MTG IP Security Agreement - TYLT Acquisition (Executed)#page7.tif
source=MTG IP Security Agreement - TYLT Acquisition (Executed)#page8.tif
source=MTG IP Security Agreement - TYLT Acquisition (Executed)#page9.tif
source=MTG IP Security Agreement - TYLT Acquisition (Executed)#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*IP Security Agreement*”), dated as of November 1, 2023, is made by and among TYLT, LLC, a Delaware limited liability company (the “*Grantor*”) in favor MUZINICH BDC, INC., as the secured party under the Pledge and Security Agreement (the “*Security Agreement*”) referred to below (the “*Secured Party*”) for the benefit of the Lenders.

WHEREAS, Midwest Trading Group, LLC, Midwest Trading Group Acquisition, LLC, the other Guarantors from time to time party thereto, the Secured Party and the Lenders from time to time party thereto are parties to that certain Credit Agreement dated as of the date hereof (as amended, restated, extended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”; capitalized terms used but not defined herein shall have their respective meaning as set forth in the Credit Agreement).

WHEREAS, the Grantor has become a party to the Credit Agreement and other Loan Documents pursuant to that certain Joinder Agreement dated as of even date herewith, by and between the Grantor and the Secured Party.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party 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 national, federal and state 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 Grantor agrees with the Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party, as security for the Obligations a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “*IP Collateral*”):

(a) all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (i) each patent and patent application listed in *Schedule 1*, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto (the “*Patents*”);

(b) all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including the registrations and applications listed in *Schedule 2*, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter

due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto (the “*Trademarks*”); and

(c) all United States copyrights (whether or not the underlying works of authorship have been published), including copyrights in software and all rights in and to databases, all designs (including industrial designs, Protected Designs within the meaning of 17 U.S.C. 1301 et seq. and Community designs), and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, as well as all moral rights, reversionary interests, and termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, including the registrations and applications listed in *Schedule 3*, (ii) all extensions and renewals thereof, (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto and (v) all other rights of any kind accruing thereunder or pertaining thereto (the “*Copyrights*”).

Notwithstanding the above, “IP Collateral” shall not include (x) any Patents, Trademarks or Copyrights if the grant of a security interest therein shall constitute or result in the abandonment, invalidation or rendering unenforceable any right, title or interest therein, including any U.S. intent-to-use trademark application prior to the filing and acceptance of a statement of use or affidavit of use in connection therewith, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law, or (y) property that is subject to a Permitted Lien to the extent the granting of a security interest with respect to such property pursuant to this IP Security Agreement would be prohibited by the agreement creating such Permitted Lien or would otherwise constitute an event of default (howsoever defined) thereunder, provided, that such property will be deemed Collateral hereunder upon the termination and release of such Permitted Lien.

2. 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 Secured Party.

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

4. 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.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6. Governing Law; Submission to Jurisdiction. 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 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. THE GRANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST SECURED PARTY OR ANY RELATED PARTY OF SECURED PARTY IN ANY WAY RELATING TO THIS IP SECURITY AGREEMENT OR THE TRANSACTIONS RELATING HERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT AGAINST THE GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. THE GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

[Signature page follows]

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

GRANTOR:

TYLT, LLC,
a Delaware limited liability company

By: 
Name: Arion Robbins
Title: President and Secretary

Address for Notices:

Midwest Trading Group, LLC
c/o Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601-9703
Attn: Arion Robbins; Eric Kaufman
Email: arobbins@dawnpatrolpartners.com; ekaufman@winston.com

With a copy (which shall not constitute notice) to:

Winston and Strawn LLP
200 Park Avenue
New York, NY 10166
Attn: Eric Kaufman; Kyle G Foley
Email: ekaufman@winston.com; kfoley@winston.com

AGREED TO AND ACCEPTED:

SECURED PARTY:

MUZINICH BDC, INC.

By: Michael R. Smith
Name: Michael R. Smith
Title: Authorized Signatory

Address for Notices:
450 Park Avenue, 18th Floor
New York, NY 10022, USA
Attention: Michael R. Smith
Email: USDPPortfolio@muzinich.com

with a copy to:

Troutman Pepper Hamilton Sanders LLP
301 S. College Street, Suite 3400
Charlotte, NC 28202
Attention: Todd Ransom
Telephone Number: 704.916.2361
Email: todd.ransom@troutman.com





Signature Page to IP Security Agreement




TRADEMARK
REEL: 008261 FRAME: 0573




Schedule 1
Patents

<i>Loan Party</i>	<i>Description</i>	<i>Publication Number</i>	<i>Issue Date</i>	<i>Serial Number</i>	<i>Country</i>	<i>Status</i>
TYLT, LLC	Portable power supply	US2021/0036528A1	February 4, 2021	US16/943,362	U.S.	Pending
TYLT, LLC	Portable power supply	USD832,785S1	November 6, 2018	US29/589,974	U.S.	Registered

Schedule 2
U.S. Trademarks

<i>Trademark</i>	<i>Country</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
LIFECUBE	US	January 18, 2021	90472575	N/A	N/A	Pending, published	TYLT, LLC
	US	April 18, 2017	87416189	March 27, 2018	5431376	Registered	TYLT, LLC
TYLT (Stylized) 	US	April 18, 2017	87416186	March 27, 2018	5431375	Registered	TYLT, LLC
LYLL (Stylized) 	US	December 29, 2011	85506063	April 30, 2013	4329108	Registered	TYLT, LLC
ENERGI	US	January 28, 2013	85834466	March 18, 2014	4499680	Registered	TYLT, LLC
Y-CHARGE	US	September 25, 2012	85738490	July 16, 2013	4370097	Registered	TYLT, LLC
JELLYFISH	US	April 3, 2012	85588314	July 16, 2013	4369640	Registered	TYLT, LLC
RANDOM ORDER	US	April 3, 2012	85588316	July 16, 2013	4369641	Registered	TYLT, LLC
TYLT	US	February 28, 2011	85253599	July 30, 2013	4376880	Registered	TYLT, LLC
TYLT BUILT TO TYLT (Stylized) 	US	December 5, 2012	85794790	August 6, 2013	4379403	Registered	TYLT, LLC
BUMPR	US	January 28, 2013	85834375	July 30, 2013	4376540	Registered	TYLT, LLC
RANDOM ORDER	US	April 3, 2012	85588322	March 18, 2014	4498639	Registered	TYLT, LLC

TYLT and Design 	CA	October 18, 2017	1863310	May 28, 2020	TMA1079047	Registered	TYLT, LLC
TYLT	WIPO Claimed Countries: Madrid Protocol: Russian Federation	N/A	N/A	September 28, 2013	1179815	Registered	TYLT, LLC
BUILT TO TYLT	WIPO Claimed Countries: Madrid Protocol: Russian Federation	N/A	N/A	September 30, 2013	1181492	Registered	TYLT, LLC
LYLL and Design 	WIPO Claimed Countries: Madrid Protocol: Russian Federation	N/A	N/A	September 30, 2013	1181489	Registered	TYLT, LLC
+ and Design 	WIPO Claimed Countries: Madrid	N/A	N/A	October 18, 2017	1379276	Registered	TYLT, LLC

	Protocol: European Union, United Kingdom						
TYLT and Design 	WIPO Claimed Countries: Madrid Protocol: China, European Union, Japan, United Kingdom	N/A	N/A	October 18, 2017	1379277	Registered	TYLT, LLC
+ and Design 	United Kingdom	May 14, 2018	UK00801379276	October 18, 2017	N/A	Registered	TYLT, LLC
TYLT and Design 	United Kingdom	May 14, 2018	UK00801379277	October 18, 2017	N/A	Registered	TYLT, LLC

Schedule 3
U.S. Copyrights

None.