

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SQE, INCORPORATED		11/17/2023	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	ROVIN CAPITAL STRATEGIC DEBT FUND I, LLC		
Street Address:	1 North McDonald		
Internal Address:	Suite 201		
City:	Mesa		
State/Country:	ARIZONA		
Postal Code:	85201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	2986096	SWADDLEDESIGNS	
Registration Number:	3224831	1-2-3 SWADDLE	
Registration Number:	3078433	SWADDLE DESIGNS	
Registration Number:	3114819	123 SWADDLE	
Registration Number:	6502614	AMAZING BABY	
Registration Number:	6493519	AMAZING BABY	
Registration Number:	5403390	AMAZING BABY	
Registration Number:	6411584	AMAZING MOM	
Registration Number:	3413646	SWADDLE SACK	
Registration Number:	3694697	BABY BURPIES	
Registration Number:	3613136	SUMMER SWADDLE	
Registration Number:	3747920	MARQUSETTE SWADDLING BLANKET	
Registration Number:	4396435	SWADDLE LOVE	
Registration Number:	3125053	ULTIMATE RECEIVING BLANKET	
Registration Number:	4824167	ULTIMATE SWADDLE	
Registration Number:	3268990	SWADDLED BABIES SLEEP BETTER	
Registration Number:	3496978	BABY LOVIE	
Registration Number:	3697180	ISWADDLE	

OP \$840.00 2986096

Property Type	Number	Word Mark
Registration Number:	4096851	SWADDLE DUO
Registration Number:	4372911	SWADDLE WRAP
Registration Number:	4552413	WRAP WITH LOVE
Registration Number:	4556188	DESIGNED WITH BABY'S BEST INTEREST IN MI
Registration Number:	4491423	PUFF CIRCLES
Registration Number:	3913811	ZZZIPME SACK
Registration Number:	5238386	SILKY SWADDLE
Registration Number:	4613441	SWADDLECLUB
Registration Number:	4672647	SWADDLECLUB
Registration Number:	4573788	SWADDLECLUB
Registration Number:	5623418	SKYLINE SWADDLE
Registration Number:	6103044	OMNI SWADDLE SACK
Registration Number:	6115213	EASY TAB
Serial Number:	97421167	TRANSITIONAL SWADDLE SACK
Serial Number:	97706495	BOOSTIES

CORRESPONDENCE DATA

Fax Number: 8014382050

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.

Phone: 8013805505

Email: ejeppsen@btjd.com

Correspondent Name: Eric Jeppsen

Address Line 1: 3165 E. Millrock Drive

Address Line 2: Suite 500

Address Line 4: Salt Lake City, UTAH 84121

NAME OF SUBMITTER: Eric Jeppsen

SIGNATURE: /Eric Jeppsen/

DATE SIGNED: 11/21/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**IP Security Agreement**”), dated as of 17th day of November, 2023, is made by and between SQE, INCORPORATED, a Washington corporation (the “**Grantor**”) in favor of ROVIN CAPITAL STRATEGIC DEBT FUND I, LLC, a Delaware limited liability company (the “**Lender**”).

WHEREAS, the Grantor has entered into a Loan and Security Agreement dated on or about the date hereof (the “**Loan Agreement**”) with the Lender.

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Lender 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 governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “**IP Collateral**”):

1.1. The patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

1.2. The trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

1.3. All rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

1.4. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.5. Any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement and related 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 successors and assigns.

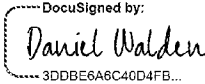
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, 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

SQE, INCORPORATED

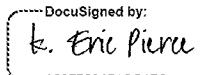
By: 
Name: Daniel Walden
Title: CEO

Address for Notices:
500 Andover Park E
Tukwila, WA 98188
Attn: Legal
Email: Legal@SwaddleDesigns.com

AGREED TO AND ACCEPTED:

LENDER

**ROVIN CAPITAL STRATEGIC DEBT
FUND I, LLC**

By: 
Name: K. Eric Pierce
Title: COO

Address for Notices:
1 North McDonald, Suite 201
Mesa, AZ 85201
Attn: K. Eric Pierce
Email: eric@rovincapital.com

SCHEDULE 1
Patents

Patents

Patent Applications

SCHEDULE 1
Patents

US Patents

Title	Patent Number	Issue Date
Swaddle sack	US D883,613 S	May 12, 2020
Swaddling device with adjustable wrap	US 11,659,870 B2	May 30, 2023
Swaddling device with adjustable wrap	US D924,539 S	July 13, 2021

US Patent Applications

Title	Application Number	Publication Number	Filing Date
Swaddling device	15/982,911	US 2018/0332902 A1	May 17, 2018
Swaddling device with adjustable wrap	16/265/975	US 2019/0297954 A1	Feb. 1, 2019
Swaddling device	62/507,742		May 17, 2017
Swaddling device	62/625,864		Feb 2, 2018

Foreign Patents

Country Code	Application / Patent No.	Filing / Issue Date	Title
PCT	PCT/US2018/033268	May 17, 2018	SWADDLING DEVICE
JP	2020514144	May 17, 2018	SWADDLING DEVICE
CN	2018800450175	May 17, 2018	SWADDLING DEVICE
EP	188022099	May 17, 2018	SWADDLING DEVICE
KR	1020197037343	May 17, 2018	SWADDLING DEVICE
CA	3100480	May 17, 2018	SWADDLING DEVICE
AU	201816819	November 15, 2018	SWADDLE SACK
CN	201830649152.3	November 15, 2018	SWADDLE SACK
WD	35001597/DM/202379 (Hague)	November 16, 2018	SWADDLE SACK
GB	82023790001000	November 16, 2018	SWADDLE SACK
JP	35001597/DM/202379	November 16, 2018	SWADDLE SACK
EM	35001597/DM/202379	November 16, 2018	SWADDLE SACK
KR	35001597/DM/202379	November 16, 2018	SWADDLE SACK
IN	312141	November 19, 2018	SWADDLE SACK
PCT	PCT/US19/16435	February 1, 2019	SWADDLING DEVICE WITH ADJUSTABLE STRAP
CN	201980011377	July 31, 2020	SWADDLING DEVICE WITH ADJUSTABLE WRAP
CA	3089967	February 1, 2019	SWADDLING DEVICE WITH ADJUSTABLE WRAP
JP	2020542133	February 1, 2019	SWADDLING DEVICE WITH ADJUSTABLE WRAP

Country Code	Application / Patent No.	Filing / Issue Date	Title
EP	197479934	February 1, 2019	SWADDLING DEVICE WITH ADJUSTABLE WRAP
KR	1020207024979	February 1, 2019	SWADDLING DEVICE WITH ADJUSTABLE WRAP
IN	202027036592	February 1, 2019	SWADDLING DEVICE WITH ADJUSTABLE WRAP
WD (Hague)	35001801/DM207483	March 4, 2020	SWADDLING DEVICE WITH ADJUSTABLE
CA	35001801	March 4, 2020	SWADDLING DEVICE WITH ADJUSTABLE WRAP
EM	35001801	March 4, 2020	SWADDLING DEVICE WITH ADJUSTABLE WRAP
GB	35001801	March 4, 2020	SWADDLING DEVICE WITH ADJUSTABLE WRAP
KR	35001801	March 4, 2020	SWADDLING DEVICE WITH ADJUSTABLE WRAP
JP	35001801	March 4, 2020	SWADDLING DEVICE WITH ADJUSTABLE WRAP

SCHEDULE 2
Trademarks

Trademark Registrations

Trademark Applications

SCHEDULE 2 Trademarks

Domestic Trademark Registrations

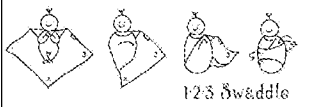
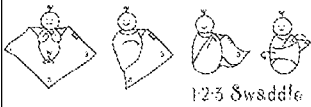
Mark	Jurisdiction	Registration Number	Registration Date
SWADDLEDESIGNS	USA	2986096	08/16/2005
 123 Swaddle	USA	3224831	04/03/2007
	USA	3078433	04/11/2006
123 SWADDLE	USA	3114819	07/11/2006
AMAZING BABY	USA	6502614	09/28/2021
AMAZING BABY	USA	6493519	09/21/2021
AMAZING BABY	USA	5403390	02/13/2018
AMAZING MOM	USA	6411584	07/06/2021
SWADDLE SACK	USA	3413646	04/15/2008
BABY BURPIES	USA	3694697	10/13/2009
SUMMER SWADDLE	USA	3613136	04/28/2009
MARQUISSETTE SWADDLING BLANKET	USA	3747920	02/09/2010
SWADDLE LOVE	USA	4396435	09/03/2013
ULTIMATE RECEIVING BLANKET	USA	3125053	08/01/2006
ULTIMATE SWADDLE	USA	4824167	09/29/2015
SWADDLED BABIES SLEEP BETTER	USA	3268990	07/24/2007
BABY LOVIE	USA	3496978	09/02/2008
ISWADDLE	USA	3697180	10/13/2009
SWADDLE DUO	USA	4096851	02/07/2012
SWADDLE WRAP	USA	4372911	07/23/2013
WRAP WITH LOVE	USA	4552413	06/17/2014
DESIGNED WITH BABY'S BEST INTEREST IN MIND AND YOUR STYLE AT HEART	USA	4556188	07/24/2014
PUFF CIRCLES	USA	4491423	03/04/2014
ZZZIPME SACK	USA	3913811	02/010/2011
SILKY SWADDLE	USA	5238386	07/04/2017
SWADDLECLUB	USA	4613441	09/30/2014
SWADDLECLUB	USA	4672647	01/13/2015
	USA	4573788	07/22/2014
SKYLINE SWADDLE	USA	5623418	12/04/2018

Mark	Jurisdiction	Registration Number	Registration Date
OMNI SWADDLE SACK	USA	6103044	07/14/2020
EASY TAB	USA	6115213	07/28/2020

Domestic Trademark Applications

Mark	Jurisdiction	Application Number	Filing Date
TRANSITIONAL SWADDLE SACK	USA	97421167	05/20/2022
BOOSTIES	USA	97706495	12/07/2022

Foreign Trademarks

Mark	Jurisdiction	Registration Number
SWADDLEDESIGNS	China	2986096
SWADDLEDESIGNS	China	18908788
SWADDLEDESIGNS	Taiwan	1896750
	Australia	1981751
123 SWADDLE	EU	IR 1358643
AMAZING BABY	China	36540034
AMAZING BABY	EU	IR 1403272
AMAZING BABY	Japan:	IR 1403272
SWADDLEDESIGNS	Canada	TMA796783
	Canada	TMA720935