

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brondell Inc.		12/15/2023	Corporation:
RECEIVING PARTY DATA			
Name:	SG STONEGATE ASSET COMPANY I, LLC		
Street Address:	123 N. WACKER DRIVE		
Internal Address:	SUITE 1160		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	6239607	GOSPA	
Registration Number:	5533375	A HEALTHY HOME EXPERIENCE	
Registration Number:	5363616	N	
Registration Number:	6767477	WASH, DON'T WIPE	
Registration Number:	4914487	NEBIA	
Registration Number:	6403519	H2O+	
Registration Number:	6237537	CLEANSPA	
Registration Number:	6579934	LUMAWARM	
Registration Number:	6238534	FRESHSPA	
Registration Number:	6238502	VIVASPRING	
Registration Number:	6239606	EASYSIPA	
Registration Number:	5647943	SIMPLESPA	
Registration Number:	6403584	A BETTER BATHROOM EXPERIENCE	
Registration Number:	6768072	FEELS BETTER ALREADY	
Registration Number:	6401856	RINSLET	
Registration Number:	5654598	OMIGO	
Registration Number:	6403532	O2+	
Registration Number:	5123324	NEBIA	

OP \$590.00 6239607

Property Type	Number	Word Mark
Registration Number:	6239613	PURESPA
Registration Number:	3935424	SIMPLEFLUSH
Registration Number:	3640797	ECOSEAT
Registration Number:	3094975	BRONDELL
Registration Number:	3197365	SWASH

CORRESPONDENCE DATA

Fax Number: 3125802201
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: 3125802230
Email: dmmiller@thompsoncoburn.com
Correspondent Name: Dylan Miller
Address Line 1: 55 E. Monroe St.
Address Line 2: 37TH FLOOR
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Dylan Miller
SIGNATURE:	/Dylan Miller/
DATE SIGNED:	12/20/2023

Total Attachments: 17
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is executed and delivered as of December 15, 2023, by BRONDELL INC., a California corporation ("Borrower"), to SG STONEGATE ASSET COMPANY I, LLC, a Delaware limited liability company ("Lender").

W I T N E S S E T H:

WHEREAS, contemporaneously herewith, Borrower desires Lender to provide certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrower pursuant to (a) that certain Loan and Security Agreement of even date herewith, by and between Borrower and Lender (as amended or restated from time to time, the "Loan Agreement"), (b) that certain Revolving Note of even date herewith executed and delivered by Borrower to Lender in a maximum aggregate principal amount not to exceed Ten Million and no/100 Dollars (\$10,000,000.00) (as amended or restated from time to time, the "Revolving Note") and (c) the other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the foregoing (the "Other Agreements") (the Other Agreements, together with the Loan Agreement, the Revolving Note and any other agreements, documents and instruments now or at any time hereafter executed and delivered in connection with the foregoing are collectively, the "Loan Documents");

WHEREAS, pursuant to the Loan Documents, Borrower granted to Lender a first position priority security interest and lien in and to all of Borrower's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever;

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrower, provided, among other things, Borrower executes and delivers this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrower and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower covenants unto and agrees with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Schedules, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations, Borrower hereby grants and conveys to Lender a

first position priority security interest and lien in and to all of Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively, the "Intellectual Property Collateral"):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Schedule "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Schedule "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively, the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Schedule "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule "D", and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by Borrower and now or hereafter covered by such licenses (collectively, the "Licenses"); and

E. the goodwill of Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. For purposes of clarity, the parties agree and acknowledge that nothing in this Agreement creates or is intended to create a present transfer of any rights (other than the grant of the security interest set forth herein for collateral purposes only), title or interest in the Intellectual Property Collateral and, that unless the parties otherwise agree or following the occurrence of an Event of Default, no such transfer is intended to occur in the future. Borrower covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this

Section 2. Solely for the purpose of enabling Lender to exercise the rights and remedies under this Agreement and the Loan Agreement at such time as Lender is lawfully entitled to exercise such rights and remedies, Borrower hereby (a) grants to Lender an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Borrower) to use, license, or sublicense any Intellectual Property rights now owned or hereafter acquired by Borrower, and wherever the same may be located, and (b) agrees that, in connection with any sale of Inventory or other enforcement of Lender's rights under this Agreement and the Loan Agreement, Lender may sell Inventory that bears any Trademark owned by or licensed to Borrower and any Inventory that is covered by any Copyright owned by or licensed to Borrower and Lender may finish any work in process and affix any Trademark owned by or licensed to and sell such Inventory as provided herein.

3. **Restrictions on Future Agreements.**

A. Borrower agrees that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with Borrower's obligations under this Agreement, except as permitted under the Loan Agreement. Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Borrower hereby represents and warrants to Lender that Borrower has not granted any license to any Person other than Lender in connection with any of the Intellectual Property Collateral, except as disclosed on Schedule D hereto. Borrower hereby covenants unto Lender that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Borrower shall not grant any license to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent, which consent shall not be unreasonably withheld.

4. **New Trademarks, Patents, Copyrights and Licenses.** Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Schedules "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by Borrower. If, prior to payment of the Obligations in full, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Section 2 above shall automatically apply thereto and Borrower shall provide Lender with immediate notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending Schedules "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any

liability for royalties or other related charges from Lender to Borrower. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Obligations in full and the termination of the Loan Documents.

6. **Lender's Right to Inspect.** Lender shall have the right to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes, on reasonable prior notice during normal business hours. Upon an Event of Default, Borrower agrees that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks, Patents, Copyrights or Licenses. Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses, except as permitted under the Loan Agreement; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof, except where failure to do so would not reasonably be expected to have a Material Adverse Effect; and (iii) not to adversely change or alter the quality of said products in any way without Lender's prior written consent, except where failure to do so would not reasonably be expected to have a Material Adverse Effect.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Sections 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way Borrower's right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrower.** Borrower shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as Borrower determines is appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral, except in the case of each of clauses (i), (ii) and (iii) where (x) failure to do so would not reasonably be expected to have a Material Adverse Effect, or (y) Borrower determines that any such trademark, patent, copyright or other Intellectual Property is not necessary to Borrower's business. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Intellectual Property Collateral, without the consent of Lender.

9. **Lender's Right to Sue.** Upon an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights and remedies under this Section 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement and no Event of Default by Borrower shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrower specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and all financing arrangements between Borrower and Lender have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

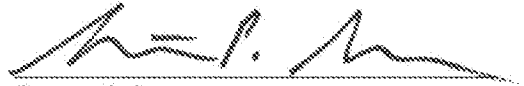
15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

[signature page follows]

IN WITNESS WHEREOF, Borrower's duly authorized officer has executed this Agreement as of the date first set forth above.

BRONDELL INC.,
a California corporation

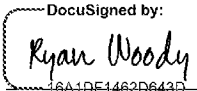
By: 
Name: Steven Scheer
Title: President

[Signature Page to Intellectual Property Security Agreement]

ACCEPTANCE

The undersigned, SG Stonegate Asset Company I, LLC, a Delaware limited liability company, accepts the foregoing collateral assignment of Intellectual Property.


SG STONEGATE ASSET COMPANY I, LLC,
a Delaware limited liability company

By: 
Name: Ryan Woody
Title: Chief Operating Officer

[Acceptance Page to Intellectual Property Security Agreement]

SCHEDULE A

Trademarks and Trademark Registrations

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. or Registration No.</u>	<u>Application Filing Date or Registration Date</u>	<u>Status</u>
Brondell Inc.	GOSPA	USA	6239607	22-Jun-20	Registered.
Brondell Inc.	A HEALTHY HOME EXPERIENCE	USA	5533375	29-Aug-17	Registered.
Brondell Inc.		USA	5363616	2-May-17	Registered.
Brondell Inc.	WASH, DON'T WIPE	USA	6767477	12-Jun-21	Registered.
Brondell Inc.	NEBIA	USA	4914487	30-May-14	A Sections 8 and 15 combined declaration has been accepted and acknowledged.
Brondell Inc.	H2O+	USA	6403519	4-Nov-20	Registered.
Brondell Inc.	CLEANSIPA	USA	6237537	3-Jun-20	Registered.

Brondell Inc.	LUMAWARM	USA	6579934	20-Nov-20	Registered.
Brondell Inc.	FRESHSPA	USA	6238534	10-Jun-20	Registered.
Brondell Inc.	VIVASPRING	USA	6238502	10-Jun-20	Registered.
Brondell Inc.	EASYSIPA	USA	6239606	22-Jun-20	Registered.
Brondell Inc.	ECOFLOW DUAL FLUSH SOLUTION	USA	N/A	19-Mar-08	Abandoned.
Brondell Inc.	SIMPLESPA	USA	5647943	22-May-18	Registered.
Brondell Inc.	A BETTER BATHROOM EXPERIENCE	USA	6403584	24-Nov-20	Registered.
Brondell Inc.	FEELS BETTER ALREADY	USA	6768072	21-Sep-21	Registered.
Brondell Inc.	RINSLET	USA	6401856	6-Oct-20	Registered.

Brondell Inc.	OMIGO	USA	5654598	18-May-18	Registered.
Brondell Inc.	O2+	USA	6403532	9-Nov-20	Registered.
Brondell Inc.	NEBIA	USA	5123324	1-Jun-16	Unregistered.
Brondell Inc.	PURESPA	USA	6239613	23-Jun-20	Registered.
Brondell Inc.	SIMPLEFLUSH	USA	3935424	14-Dec-09	Unregistered.
Brondell Inc.	ECOSEAT	USA	3640797	19-Mar-08	Registered.
Brondell Inc.	BRONDELL	USA	3094975	7-Jul-04	Registered.
Brondell Inc.	SWASH	USA	3197365	24-Aug-04	Registered.
Brondell Inc.	SELECT FLUSH	USA	N/A	28-Jul-08	Unregistered.

Brondell Inc.	PERFECT FLUSH	United States	N/A	15-Jul-08	Unregistered.
Brondell Inc.	ECOLOO	United States	N/A	10-Nov-08	Unregistered.
Brondell Inc.	OMIGO	United States	5654598	May 18, 2018	Registered.
Brondell Inc.	SIMPLESPA	United States	5647943	May 22, 2018	Registered.
Brondell Inc.	A HEALTHY HOME EXPERIENCE	United States	5533375	August 29, 2017	Registered.
Brondell Inc.	SWASH	United States	3197365	August 24, 2004	Registered.
Brondell Inc.	BRONDELL	United States	3094975	July 7, 2004	Registered.
Brondell Inc.	ECOSEAT	United States	3640797	March 19, 2008	Registered.
Brondell Inc.	SIMPLEFLUSH	United States	N/A	N/A	Unregistered.

Brondell Inc.	ECOLOO	United States	N/A	N/A	Unregistered.
Brondell Inc.	SELECT FLUSH	United States	N/A	N/A	Unregistered.
Brondell Inc.	PERFECT FLUSH	United States	N/A	N/A	Unregistered.
Brondell Inc.	ECOFLOW DUAL FLUSH SOLUTION	United States	N/A	N/A	Unregistered.

SCHEDULE B

Patents and Patent Registrations

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	<u>Application No. or Registration No.</u>	<u>Application Filing Date or Registration Date</u>
Brondell Inc.	“Nozzles” - Matter NEBI-M01	United States	PCT/US2013/044499	June 6, 2013
Brondell Inc.	“Showerhead” - Matter BEBI-M02	United States	62043095	August 28, 2014
Brondell Inc.	“Showerhead” - Matter BEBI-M02	United States	14/814,721	July 31, 2015
Brondell Inc.	“Showerhead” - Matter BEBI-M02	United States	PCT/US15/43077	July 31, 2015
Brondell Inc.	“Showerhead” - Matter BEBI-M02	Canada	2955807	July 31, 2015
Brondell Inc.	“Showerhead” - Matter BEBI-M02	China	2015800467030	July 31, 2015
Brondell Inc.	“Showerhead” - Matter BEBI-M02	Mexico	MX/a/2017/002479	July 31, 2015
Brondell Inc.	“Fluid Pathways (Continuation in Part of M02)” - Matter NEBI - M03	United States	15/273,684	September 22, 2016
Brondell Inc.	“Fluid Pathways (Continuation in Part of M02)” - Matter NEBI - M03	United States	15/895,913	February 20, 2018
Brondell Inc.	“Fluid Pathways (Continuation in Part of M02)” - Matter NEBI - M03	United States	16/541,069	August 14, 2019

Brondell Inc.	“Bracket” - Matter NEBI - M04	United States	62/373,237	August 10, 2016
Brondell Inc.	“Bracket” - Matter NEBI - M04	United States	15/673,310	August 9, 2017
Brondell Inc.	“Bracket” - Matter NEBI - M04	United States	16/804,990	February 28, 2020
Brondell Inc.	“Experience + Pressure Regulator + Modularity + Faucet” - Matter NEBI-M05	United States	62,729,349	September 10, 2018
Brondell Inc.	“Experience + Pressure Regulator + Modularity + Faucet” - Matter NEBI-M05	United States	16/566,777	September 10, 2019
Brondell Inc.	“Wand Design” - Matter NEBI-D01	United States	29/573,933	August 10, 2016
Brondell Inc.	“Wand Design” - Matter NEBI-D01	United States	29/632,679	January 9, 2018
Brondell Inc.	“Bracket + Head Design” - Matter NEBI-D02	United States	29/573,935	August 10, 2016
Brondell Inc.	“Bracket + Head Design” - Matter NEBI-D02	United States	29/632,707	January 9, 2018

SCHEDULE C

Copyrights and Copyright Applications

None.

SCHEDULE D

License Agreements

1. Collaboration, Supply & License Agreement (the “Supply Agreement”), dated September 26, 2018, between Borrower and Moen Incorporated (“Moen”), under which the parties co-branded a showerhead called the “Moen Cuatro by Nebia”. The Borrower and Moen are in negotiations to terminate the Supply Agreement and intend for such termination to be effective as of January 1, 2024.