

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM18098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T3 Micro, Inc.		02/05/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	Context Credit Holdings, LP		
Street Address:	One Belmont Avenue		
Internal Address:	Suite 630		
City:	Bala Cynwyd		
State/Country:	PENNSYLVANIA		
Postal Code:	19004		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	97579942	CERAGLOSS	
Serial Number:	97452279	CERASYNC	
Serial Number:	88651772	RAPID HEATIQ	
Serial Number:	88649742	LUCEA	
Serial Number:	88411273	THERMATOUCH	
Serial Number:	87438737	T3 SOURCE	
Serial Number:	86906034	COOLGRIP	
Serial Number:	87326039	T3	
Serial Number:	86910138	HEATCORE	
Serial Number:	77187974	THE SCIENCE OF FABULOUS	
Serial Number:	86636701	BEAUTIFUL OUTSIDE. POWERFUL INSIDE.	
Serial Number:	77944148	SINGLEPASS	
Serial Number:	78922921	FEATHERWEIGHT	
Serial Number:	77096952	SOFTAIRE	
Serial Number:	86216617	VOLUMIZER	
Serial Number:	76632994	T3 TOURMALINE	
Serial Number:	87326028	T3	
Serial Number:	78595258	T3	

OP \$465.00.00 6991824

CORRESPONDENCE DATA**Fax Number:**

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: 8007130755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Michael Violet
SIGNATURE:	Michael Violet
DATE SIGNED:	02/06/2024

Total Attachments: 10

source=Trademark Security Agreement - Executed (Context_T3)#page1.tif
source=Trademark Security Agreement - Executed (Context_T3)#page2.tif
source=Trademark Security Agreement - Executed (Context_T3)#page3.tif
source=Trademark Security Agreement - Executed (Context_T3)#page4.tif
source=Trademark Security Agreement - Executed (Context_T3)#page5.tif
source=Trademark Security Agreement - Executed (Context_T3)#page6.tif
source=Trademark Security Agreement - Executed (Context_T3)#page7.tif
source=Trademark Security Agreement - Executed (Context_T3)#page8.tif
source=Trademark Security Agreement - Executed (Context_T3)#page9.tif
source=Trademark Security Agreement - Executed (Context_T3)#page10.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

T3 Micro, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: California
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 5, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Context Credit Holdings, LP

Street Address: One Belmont Avenue, Suite 630

City: Bala Cynwyd

State: PA

Country: USA Zip: 19004

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship Delaware
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See attached.

B. Trademark Registration No.(s)

See attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

N/A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Woolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Docket Number: _____

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

February 5, 2024

Date

Gabriela Zapata

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of February 5, 2024, by T3 MICRO, INC., a California corporation ("Grantor") in favor of CONTEXT CREDIT HOLDINGS, LP, a Delaware limited liability partnership (together with its successors and assigns, "Lender"):

W I T N E S S E T H

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 promises 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 1 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 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

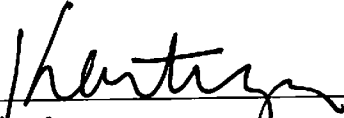
4. GOVERNING LAW; JURISDICTION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 9.9, 9.10, AND 9.11 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

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.

T3 MICRO, INC.

By:  (SEAL)
Name: Kevyn
Title: Chairman

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

SCHEDULE 1

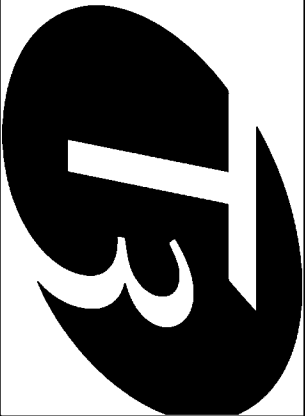
(a) Patents and Patent Licenses

<u>Patent/Pub Number</u>	<u>Issue Date</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Title</u>
US11457714	10/4/2022	16/926,635	7/10/2020	HANDS-FREE HAIR DRYER WITH USER-SELECTABLE OSCILLATION MODES
US11462072	10/4/2022	17/683,329	2/28/2022	AUTONOMOUS FOOD STATION
US11605260	2/22/2023	17/892,048	8/19/2022	AUTONOMOUS FOOD STATION
USS20160058150	3/3/2016	14/838,922	8/28/2015	ROTATION RESPONSIBLE MOTORIZED HAIR CURLER
US20190133289	5/9/2019	16/241,920	1/7/2019	HANDS-FREE MOTION-TRACKING HAIR DRYER SYSTEM
US20220058604	N/A	17/387,936	7/28/2021	AUTONOMOUS FOOD STATION
US20230037435	2/9/2023	17/971,548	10/21/2022	AUTONOMOUS FOOD STATION
US20230106028	4/6/2023	17/802,461	8/25/2022	Hair Care Appliance With Personalized Heat Selection
US20230274602	8/31/2023	18/142,559	5/2/2023	AUTONOMOUS FOOD STATION
USD780374	2/28/2017	29/542,754	10/16/2015	HAIR STRAIGHTENING AND STYLING IRON
US-20220392296	12/8/2022	17/892,048	8/19/2022	AUTONOMOUS FOOD STATION

US-20220189235	6/16/2022	17/683,329	2/28/2022	AUTONOMOUS FOOD STATION
US-20200352304	11/12/2020	16/926,635	7/10/2020	HANDS-FREE HAIR DRYER WITH USER-SELECTABLE OSCILLATION MODES

(b) Trademarks and Trademark Licenses

MARK	COUNTRY	STATUS	APP NO	APP DATE	REG NO	REG DATE
CERAGLOSS	United States	Registered	97579942	06-SEP-2022	6991824	28-FEB-2023
CERASYNC	United States	Registered	97452279	10-JUN-2022	6991723	28-FEB-2023
RAPID HEATIQ	United States	Registered	88651772	11-OCT-2019	6097946	07-JUL-2020
LUCEA	United States	Registered	88649742	10-OCT-2019	6097944	7-JUL-2020
THERMATOUCH	United States	Registered	88411273	01-MAY-2019	6103206	14-JUL-2020
T3 SOURCE	United States	Registered	87438737	05-MAY-2017	5354550	12-DEC-2017

COOLGRIP	United States	Registered	86906034	12-FEB-2016	5192430	25-APR-2017
	United States	Registered	87326039	6-FEB-2017	5280560	5-SEP-2017
HEATCORE	United States	Registered	86910138	17-FEB-2016	5115949	3-JAN-2017
THE SCIENCE OF FABULOUS	United States	Registered	77187974	23-MAY-2007	3897577	28-DEC-2010
BEAUTIFUL OUTSIDE. POWERFUL INSIDE.	United States	Registered	86636701	20-MAY-2015	5134244	31-JAN-2017
SINGLEPASS	United States	Registered	77944148	24-FEB-2010	3912543	25-JAN-2011

FEATHERWEIGHT	United States	Registered	78922921	5-JUL-2006	3356303	18-DEC-2007
SOFTAIRE	United States	Registered	77096952	1-FEB-2007	3795980	1-JUN-2010
	United States	Registered	86216617	10-MAR-2014	4665027	30-DEC-2014
VOLUMIZER	United States	Registered	76632994	7-MAR-2005	3058625	14-FEB-2006
T3 TOURMALINE	United States	Registered	87326028	6-FEB-2017	5280559	5-SEP-2017
T3						

T3	United States	Registered	78595258	25-MAR-2005	3185684	19-DEC-2006

(c) Copyrights and Copyright Licenses

NONE