

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI135393

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HAVENLY INC.		03/29/2024	Corporation: DELAWARE
HAVENLY INSIDE, LLC		03/29/2024	Limited Liability Company: DELAWARE
HAVENLY ID, LLC		03/29/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	FIRST-CITIZENS BANK & TRUST COMPANY (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank))		
<b>Street Address:</b>	75 N. FAIR OAKS AVENUE		
<b>Internal Address:</b>	(CLAS PAS-04-02)		
<b>City:</b>	PASADENA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91103		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90560242	DEFINE STUDIO	
<b>Serial Number:</b>	90560320	INTERIOR DEFINE	
<b>Registration Number:</b>	5053065	HAVENLY	
<b>Registration Number:</b>	5770513	THE INSIDE.	
<b>Registration Number:</b>	5871271	INTERIOR DEFINE	
<b>Registration Number:</b>	5871285	I D	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		

OP \$165.00.00 90560242

**Address Line 1:** 1025 Connecticut Avenue NW  
**Address Line 2:** Suite 712  
**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20036

**ATTORNEY DOCKET NUMBER:** 2313680 TM1

**NAME OF SUBMITTER:** Andrew Hackett

**SIGNATURE:** Andrew Hackett

**DATE SIGNED:** 04/01/2024

**Total Attachments: 11**

source=2. AR Intellectual Property Security Agreement (Havenly) (2nd AR LSA)#page1.tif  
source=2. AR Intellectual Property Security Agreement (Havenly) (2nd AR LSA)#page2.tif  
source=2. AR Intellectual Property Security Agreement (Havenly) (2nd AR LSA)#page3.tif  
source=2. AR Intellectual Property Security Agreement (Havenly) (2nd AR LSA)#page4.tif  
source=2. AR Intellectual Property Security Agreement (Havenly) (2nd AR LSA)#page5.tif  
source=2. AR Intellectual Property Security Agreement (Havenly) (2nd AR LSA)#page6.tif  
source=2. AR Intellectual Property Security Agreement (Havenly) (2nd AR LSA)#page7.tif  
source=2. AR Intellectual Property Security Agreement (Havenly) (2nd AR LSA)#page8.tif  
source=2. AR Intellectual Property Security Agreement (Havenly) (2nd AR LSA)#page9.tif  
source=2. AR Intellectual Property Security Agreement (Havenly) (2nd AR LSA)#page10.tif  
source=2. AR Intellectual Property Security Agreement (Havenly) (2nd AR LSA)#page11.tif

## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of March 29, 2024, by and between (a) SILICON VALLEY BANK, a division of FIRST-CITIZENS BANK & TRUST COMPANY (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank) (“**Bank**”) and (b) HAVENLY INC., a Delaware corporation (“**Havenly**”), HAVENLY INSIDE, LLC, a Delaware limited liability company (“**Havenly Inside**”), and HAVENLY ID, LLC, a Delaware limited liability company (“**Havenly ID**”, together with Havenly and Havenly Inside, individually and collectively, jointly and severally, “**Grantor**”). This Agreement amends and restates in its entirety, and replaces, that certain Intellectual Property Security Agreement dated as of December 29, 2022, between Grantor and Bank (the “**Prior Agreement**”)

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement dated as of the date hereof by and between Bank and Borrower (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. 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 Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This 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 Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

7. Prior Agreement. Grantor and Bank hereby agree that, effective upon the execution and delivery of this Agreement by each such party, the terms and provisions of the Prior Agreement shall be and hereby are amended and restated, and replaced, in their entirety by the terms and provisions of this Agreement. Nothing herein contained shall be construed as a substitution or novation of the obligations of Grantor outstanding under the Prior Agreement or instruments securing the same, which obligations shall remain in full force and effect, except to the extent that the terms thereof are modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Agreement shall be construed as a release or other discharge of Grantor from any of the obligations or any liabilities under the Prior Agreement. Grantor hereby confirms and agrees that to the extent that the Prior Agreement purports to assign or pledge to Bank, or to grant to Bank a security interest in or lien on, any Intellectual Property Collateral as security for the Obligations, such pledge, assignment or grant of the security interest or lien is hereby ratified and confirmed in all respects and shall remain effective as of the first date it became effective.

8. Governing Law. This 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 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

HAVENLY INC.

DocuSigned by:  
*Shalinee Lee Mayer*  
By: \_\_\_\_\_  
463BAAD8E4E94F5  
Name: Shalinee Lee Mayer  
Title: Chief Executive Officer

HAVENLY INSIDE, LLC

DocuSigned by:  
*Shalinee Lee Mayer*  
By: \_\_\_\_\_  
463BAAD8E4E94F5  
Name: Shalinee Lee Mayer  
Title: Chief Executive Officer

HAVENLY ID, LLC

DocuSigned by:  
*Shalinee Lee Mayer*  
By: \_\_\_\_\_  
463BAAD8E4E94F5  
Name: Shalinee Lee Mayer  
Title: Chief Executive Officer

BANK:

FIRST-CITIZENS BANK & TRUST  
COMPANY (successor by purchase to the  
Federal Deposit Insurance Corporation as  
receiver for Silicon Valley Bridge Bank, N.A.  
(as successor to Silicon Valley Bank))

DocuSigned by:  
*Daniel Harrison*  
By: \_\_\_\_\_  
A7E033ECBA994EE  
Name: Daniel Harrison  
Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.



EXHIBIT C

Trademarks

<u>Registered Owner</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Jurisdiction</u>
Havenly Inc.	HAVENLY	5,053,065	Oct. 04, 2016	United States
Havenly Inside, LLC	THE INSIDE	5,770,513	Oct. 11, 2017	United States
Havenly Inside, LLC	THE INSIDE	27236287	April 7, 2019	China
Havenly Inside, LLC	THE INSIDE	International Reg. No. 017371204	February 28, 2018	European Union
Havenly Inside, LLC	THE INSIDE	Reg. No. UK00917371204	Feb. 28, 2018	United Kingdom
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 /	Australia

Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021	Cambodia
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	Cambodia
Havenly ID, LLC	DEFINE STUDIO	N/A / 2130696	N/A / September 1, 2021	Canada
Havenly ID, LLC	INTERIOR DEFINE	1,105,894 / 1,922,113	August 3, 2021 / September 26, 2018	Canada
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	Canada
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	China
Havenly ID, LLC	INTERIOR DEFINE	N/A / 60013295	N/A / October 22, 2021	China
Havenly ID, LLC	INTERIOR DEFINE (EU Trademark)	1593837 / 1593837	April 7, 2021 / April 7, 2021	European Union
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	India
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	Indonesia
Havenly ID, LLC	INTERIOR DEFINE (International Register) (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	International Register
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	Israel
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	Japan
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	South Korea

Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	Laos
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	Malaysia
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	Mexico
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	New Zealand
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	Norway
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	Philippines
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	Singapore
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	Switzerland
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	Thailand
Havenly ID, LLC	INTERIOR DEFINE (Madrid Trademark- National)	1593837 / 1593837	April 7, 2021 / April 7, 2021	Turkey
Havenly ID, LLC	DEFINE STUDIO	N/A / 90/560,242	N/A / March 4, 2021	United States of America
Havenly ID, LLC	INTERIOR DEFINE	N/A / 90/560,320	N/A / March 4, 2021	United States of America
Havenly ID, LLC	INTERIOR DEFINE	5871271 / 88/076,571	October 1, 2019 / August 13, 2018	United States of America
Havenly ID, LLC	ID	5871285 / 88/080,860	October 1, 2019 /	United States of

TRADEMARK

REEL: 008385 FRAME: 0889

Havenly ID, LLC INTERIOR DEFINE (Madrid Trademark- National)

1593837 / 1593837

August 16, 2018 America  
April 7, 2021 / Vietnam  
April 7, 2021

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

NY-2493020

**RECORDED: 04/01/2024**

**TRADEMARK  
REEL: 008385 FRAME: 0891**