

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI156428

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quip NYC Inc.		04/02/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 South Dearborn, Floor L2, IL1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90711657	QUIP	
<b>Serial Number:</b>	97261098	QUIP	
<b>Serial Number:</b>	90718860	QUIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	6175232700		
<b>Email:</b>	susan.dinicola@hkllaw.com,scott.e.brown@hkllaw.com		
<b>Correspondent Name:</b>	Susan C. DiNicola		
<b>Address Line 1:</b>	Holland & Knight LLP		
<b>Address Line 2:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston , MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	088499.01511		
<b>NAME OF SUBMITTER:</b>	Susan DiNicola		
<b>SIGNATURE:</b>	Susan DiNicola		
<b>DATE SIGNED:</b>	04/10/2024		
<b>Total Attachments: 5</b>			
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**Notice of Grant of Security Interest in U.S. Patents and Trademarks**

To: United States Patent and Trademark Office

Date: April 2, 2024

Ladies and Gentlemen:

Please be advised that pursuant to that certain (i) Credit Agreement dated as of February 11, 2022 (as the same may be amended, modified, extended or restated from time to time, the “*Credit Agreement*”) by and among Quip NYC Inc., a Delaware corporation (“*Borrower*”), the other Loan Parties (as defined in the Credit Agreement) from time to time party thereto and JPMorgan Chase Bank, N.A. (the “*Lender*”), and (ii) Security Agreement, dated as of February 11, 2022 (as amended, restated, supplemented or modified from time to time, the “*Security Agreement*”), among the Loan Parties, as Grantors, and the Lender, the undersigned have granted a continuing security interest in and to, and Lien (as defined in the Credit Agreement) upon, all right, title, and interest in the trademarks and patents shown below to the Lender and requests same be recorded against the trademarks and patents shown below:

**TRADEMARKS**

DESCRIPTION	SERIAL NUMBER
QUIP (word mark) US Class 030 (in use) and Class 030 (intent to use)	90/711,657
QUIP (stylized logo) US Class 010	97/261,098
QUIP (stylized logo) US Class 030 (in use) and Class 030 (intent to use)	90/718,860

**PATENTS**

<b>FILING DATE</b>	<b>APPLICATION NUMBER</b>	<b>ISSUE DATE</b>	<b>PATENT NUMBER</b>
6-Jan-22	17/569,739		
25-Apr-22	17/728,409		
21-Sep-21	29/808,536		
14-Sep-21	17/474,801	28-Mar-23	11,612,465
21-Feb-23	18/112,108		
9-Mar-22	17/690,079		
26-Jan-23	29/883,328		
31-Dec-21	29/821,693	21-Nov-23	D1,004,948
14-Aug-23	18/449,637		
12-Aug-22	29/849,713		
2-Oct-23	18/479,732		
30-Sep-22	29/855,202		
12-Aug-22	28/849,259		
1-Feb-23	63/442,712		
1-Feb-23	29/883,660		
28-Jul-23	29/880,907		
1-Feb-23	29/883,661		
23-Mar-23	29/873,015		
19-May-23	29/876,343		
11-Aug-23	29/909,885		
15-Aug-23	63/519,709		

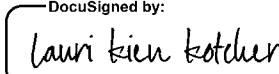
<b>29-Aug-23</b>	<b>29/901,136</b>		
<b>29-Aug-23</b>	<b>29/901,138</b>		

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The undersigned and the Lender hereby acknowledge and agree that the security interest in the foregoing may only be terminated in accordance with the terms of the Credit Agreement and Security Agreement.

Very truly yours,

QUIP NYC INC.,  
a Delaware corporation

By:   
Name: Lauri Kien Kotcher  
Title: Chief Executive Officer

Acknowledged and Accepted:

JPMORGAN CHASE BANK, N.A.,  
as Lender

By: \_\_\_\_\_  
Name: Ronald Banks  
Title: Authorized Officer

The undersigned and the Lender hereby acknowledge and agree that the security interest in the foregoing may only be terminated in accordance with the terms of the Credit Agreement and Security Agreement.

Very truly yours,

**QUIP NYC INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

**JPMORGAN CHASE BANK, N.A.,**  
as Lender

By: \_\_\_\_\_  
Name: Ronald Banks  
Title: Authorized Officer

[JPM/Quip - IP Notice]