

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587241

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ember Technologies, Inc.		07/10/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Glenn J. Krevlin, Trustee of the Glenn J. Krevlin 2007 Revocable Trust Dated July 25, 2007
Street Address:	1185 Park Avenue, 12D
City:	New York
State/Country:	NEW YORK
Postal Code:	10128
Entity Type:	Trustee: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5148194	EMBER
Serial Number:	87944002	EMBER
Registration Number:	5753670	THE WORLD'S FIRST TEMPERATURE CONTROL MU

CORRESPONDENCE DATA

Fax Number: 9497609502

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: 3105513450

Email: efilings@knobbe.com

Correspondent Name: Jonathan A. Hyman

Address Line 1: 2040 Main Street, 14th Floor

Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER:	JONATHAN A. HYMAN
SIGNATURE:	/jhh/
DATE SIGNED:	07/17/2020

Total Attachments: 4

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ASSIGNMENT FOR SECURITY – TRADEMARKS

WHEREAS, Ember Technologies, Inc., a Delaware corporation (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of July 10, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of the lenders listed on Exhibit 1, as the Lenders (in such capacity, together with its successors and assigns, if any, the “Assignee”); and

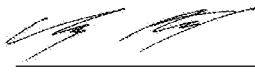
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 10, 2020.

EMBER TECHNOLOGIES, INC.

By: 
Name: Clayton Alexander
Title: Chief Executive Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY – TRADEMARKS

Country	Mark	Class(es)/ Goods and Services	App. No./ App. Date	Reg. No./ Reg. Date	Renewal Date	Status/ Comments
U.S.	EMBER	11	86/981078 04/14/2015	5148194 02/21/2017	02/21/27	REGISTERED Affidavit of Use due by 02/21/23
U.S.	EMBER	10, 11	87/944002 05/14/2019			PENDING; Allowed
U.S.	THE WORLD'S FIRST TEMPERATURE CONTROL MUG	11	88/087430 08/21/2018	5753670 05/14/2019	05/14/29	REGISTERED Affidavit of Use due by 05/14/2025

EXHIBIT 1

Lender	Address
Cyrus Claffey	c/o 1185 Park Avenue, 12D New York, NY 10128
Greg P. Gooch	c/o 1185 Park Avenue, 12D New York, NY 10128
Daniel H. Stern	c/o 1185 Park Avenue, 12D New York, NY 10128
Glenn J. Krevlin Irrevocable Trust FBO Adam W. Krevlin	1185 Park Avenue, 12D New York, NY 10128
Glenn J. Krevlin Irrevocable Trust FBO Sam A. Krevlin	1185 Park Avenue, 12D New York, NY 10128
Glenn J. Krevlin, Trustee of the Glenn J. Krevlin 2007 Revocable Trust Dated July 25, 2007	1185 Park Avenue, 12D New York, NY 10128
John Edelman	c/o 1185 Park Avenue, 12D New York, NY 10128
John J. McPhee	c/o 1185 Park Avenue, 12D New York, NY 10128
McPhee Properties, LP	c/o 1185 Park Avenue, 12D New York, NY 10128
LKK 2019 Irrevocable Trust	c/o 1185 Park Avenue, 12D New York, NY 10128
PV Ember, L.P.	c/o 1185 Park Avenue, 12D New York, NY 10128
RxR Rocksolid, LP	c/o 1185 Park Avenue, 12D New York, NY 10128
AE Realty Holdings, LLC	c/o 1185 Park Avenue, 12D New York, NY 10128
Sein M. Chew	c/o 1185 Park Avenue, 12D New York, NY 10128
Simon Munir	c/o 1185 Park Avenue, 12D New York, NY 10128
Yildiz Holding AS	c/o 1185 Park Avenue, 12D New York, NY 10128
Laman Ventures, LLC	c/o 1185 Park Avenue, 12D New York, NY 10128