

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM591140

<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>
MATING COMPONENTS, LLC		07/31/2020	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASSEMBLED BRANDS CAPITAL FUNDING LLC		
<b>Street Address:</b>	9 E 19th Street		
<b>Internal Address:</b>	Third Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6034611	POM	
<b>Registration Number:</b>	5863062	KIP	
<b>Registration Number:</b>	5480598	FIN	
<b>Registration Number:</b>	4868438	EVA	
<b>Registration Number:</b>	5023420	DAME PRODUCTS	
<b>Serial Number:</b>	88494341	DAME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125865095		
<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>	2125865800		
<b>Email:</b>	DFRIEDMAN@CTSWLAW.COM		
<b>Correspondent Name:</b>	Daniel J. Friedman		
<b>Address Line 1:</b>	420 LEXINGTON AVENUE		
<b>Address Line 2:</b>	SUITE 2400		
<b>Address Line 4:</b>	New York, NEW YORK 10170		
<b>NAME OF SUBMITTER:</b>	Daniel J. Friedman		
<b>SIGNATURE:</b>	/Daniel J. Friedman/		

OP \$165.00 6034611

<b>DATE SIGNED:</b>	08/10/2020
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**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into as of July ~~31~~, 2020 (the “Agreement”) by and between **MATING COMPONENTS, LLC**, a New York limited liability company, with a place of business at 101 10<sup>th</sup> Street, Suite 308, Brooklyn, NY 11249 (“Borrower”) and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 9 E 19<sup>th</sup> Street, Third Floor, New York, NY 10003 (“Lender”).

### RECITALS

WHEREAS, Lender has extended Loans to Borrower pursuant to the terms and conditions of that certain Credit Agreement dated as of the date hereof by and between Borrower and Lender (as amended, restated, amended and restated or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, under the terms of the Credit Agreement, Borrower has granted Lender a security interest in, among other property, all of Borrower’s trademarks, tradenames, patents, copyrights and other intellectual property; and

WHEREAS, this Agreement is executed for the purpose of pledging Borrower’s intellectual property as security for the Borrower’s Obligations owed Lender under the Credit Agreement and the other Loan Documents.

1. Grant of Security Interest. Borrower hereby grants to Lender a security interest in and lien on all of the intellectual property assets owned by Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1** attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source codes associated with such intellectual property, all goodwill of the business of Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively, the “IP Collateral”); the marks set forth on the schedule are not Intent to Use marks and Lender will have a lien on such marks; *provided, however*, that IP Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall not be excluded from the IP Collateral.

2. Recordation. Borrower 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 Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit Agreement shall control, except in connection with goodwill in which case this Agreement shall control. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. 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.

5. 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.

6. Governing Law. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**BORROWER:**

**MATING COMPONENTS, LLC**

a New York limited liability company

DocuSigned by:  
*Alexandra Fine*  
By: \_\_\_\_\_  
Name: Alexandra Fine  
Title: Manager

DocuSigned by:  
*Janet Lieberman-Lu*  
By: \_\_\_\_\_  
Name: Janet Lieberman-Lu  
Title: Manager

Agreed and accepted:

**LENDER:**

**ASSEMBLED BRANDS CAPITAL FUNDING LLC,**

a Delaware limited liability company

*Michael Lipkin*  
By: \_\_\_\_\_  
Name: Michael Lipkin  
Title: Chief Operating Officer

**EXHIBIT 1**

## List of Patents, Trademarks, and Copyrights

**TRADEMARKS**

<b>Mark</b>	<b>Owner of Mark</b>	<b>Registration no.</b>	<b>Registration Date</b>
POM	Mating Components, LLC	6034611	April 14, 2020
KIP	Mating Components, LLC	5863062	September 17, 2019
FIN	Mating Components, LLC	5480598	May 29, 2018
EVA	Mating Components, LLC	4868438	December 8, 2015
DAME PRODUCTS	Mating Components, LLC	5023420	August 16, 2016

<b>Mark</b>	<b>Owner of Mark</b>	<b>Serial no.</b>	<b>Filing Date</b>
DAME	Mating Components, LLC	88494341	June 28, 2019

Exhibit 1 - 1

{00420144.DOCX; 2}  
4845-3641-2610.2

**TRADEMARK**DocuSign Envelope ID: C413447C-F937-42B9-BB51-62A05EADB440  
REEL: 007018 FRAME: 0342

**PATENTS**

Title	Applicant	Country	Filing Date	Patent No.
Vibrating electromechanical device for female stimulation	Mating Components, LLC	U.S.	May 12, 2015	10,076,463
Vibrating electromechanical device for female stimulation	Mating Components, LLC	U.S.	September 20, 2016	D788,935
Finger vibrator	Mating Components, LLC	U.S.	November 2, 2016	10,166,167
Finger vibrator	Mating Components, LLC	U.S.	November 18, 2016	D828,572
Vibrating electromechanical device	Mating Components, LLC	U.S.	November 26, 2018	D868,988
Case for a vibrating electromechanical device for female stimulation	Mating Components, LLC	U.S.	October 3, 2017	D876,818
Vibrating electromechanical device	Mating Components, LLC	U.S.	October 5, 2018	D867,609

**COPYRIGHTS**

None

Exhibit 1 - 3

{00420144.DOCX; 2}  
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**TRADEMARK**

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**REEL: 007018 FRAME: 0344**



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<b>TITLE</b>	Mating Components (Dame) - IP Security Agreement
<b>FILE NAME</b>	Mating Components...ity Agreement.pdf
<b>DOCUMENT ID</b>	e540caaa59eca27bd87ee645e42dfb3d5e43e0a0
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	✳ Completed

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Document History



**08 / 03 / 2020**  
15:38:53 UTC

Sent for signature to Michael Lipkin  
(michael@assembledbrands.com) from  
randym@assembledbrands.com  
IP: 172.88.67.142



**08 / 03 / 2020**  
22:47:39 UTC

Viewed by Michael Lipkin (michael@assembledbrands.com)  
IP: 24.205.56.203



**08 / 03 / 2020**  
22:47:57 UTC

Signed by Michael Lipkin (michael@assembledbrands.com)  
IP: 24.205.56.203



**08 / 03 / 2020**  
22:47:57 UTC

The document has been completed.