

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sprezzabox, Inc.		05/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Assembled Brands Capital Funding LLC		
Street Address:	9 East 19th Street		
Internal Address:	#3		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4880493	SPREZZABOX, EST. 2014	
Registration Number:	5161060	SPREZZABOX	
Registration Number:	5161110	SPREZZA	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	920014		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	07/21/2021		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into this 31 day of May, 2019 (the "Agreement") by and between **SPREZZABOX, INC.**, a Delaware corporation, with a place of business at 127 W. 27th Street, #201, New York, New York 10001 ("Borrower") and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 9 E 19th Street, #3, New York, New York 10003 ("Lender").

RECITALS

WHEREAS, Borrower has extended Loans to Lender pursuant to the terms and conditions of that certain Credit Agreement dated as of the date hereof by and between Borrower and Lender (the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement).

WHEREAS, under the terms of the Credit Agreement, Borrower has granted Lender a security interest in, among other property, all of Borrower's intellectual property.

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 code 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").

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.

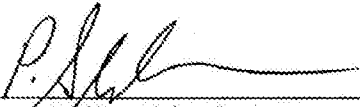
6. Governing Law. Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws 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:

SPREZZABOX, INC.

By: 
Name: Philip Sblendorio
Title: Chief Executive Office

Agreed and accepted:

LENDER:

**ASSEMBLED BRANDS CAPITAL FUNDING
LLC, a Delaware limited liability company**

By: Assembled Brands Group LLC,
a Delaware limited liability company
and its manager

By: 
Name:  Michael Lipkin
Title:  President

EXHIBIT 1

Trademarks

Serial No. / Registration No.	Item	Status	Filing Date	Date Registered	Registrant
86626035 / 4880493	SprezzaBox Est. 2014 (logo)	Live	May 11, 2015	January 5, 2016	Dappered Man, Inc. DBA SprezzaBox Inc.
87133677 / 5161060	SprezzaBox (name)	Live	August 10, 2016	March 14, 2017	SprezzaBox Inc.
87136834 / 5161110	SPREZZA (name)	Live	August 12, 2016	December 27, 2016	SprezzaBox Inc.