

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688782

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Caraway Home Inc.		11/15/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Liquidity Capital II, L.P.
Street Address:	30 Sheshet Hayamin Blvd.
City:	Bnei - Brak
State/Country:	ISRAEL
Postal Code:	5120261
Entity Type:	Limited Partnership: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	6522382	CARAWAY HOME
Serial Number:	90850021	PERRACOTTA
Serial Number:	90057674	CARAWAY HOME
Serial Number:	90316395	
Serial Number:	90316384	
Serial Number:	90316366	
Serial Number:	90316348	
Serial Number:	88449295	CARAWAY
Serial Number:	88978108	CARAWAY
Serial Number:	90312629	
Serial Number:	90312616	

CORRESPONDENCE DATA

Fax Number:

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: 212-660-3052
 Email: mpalmisciano@sullivanlaw.com
 Correspondent Name: Michael S. Palmisciano
 Address Line 1: 1633 Broadway
 Address Line 2: Sullivan & Worcester LLP

TRADEMARK

Address Line 4: New York, NEW YORK 10019

DOMESTIC REPRESENTATIVE

Name: Michael S. Palmisciano

Address Line 1: 1633 Broadway

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER: Michael S. Palmisciano

SIGNATURE: /Michael S. Palmisciano/

DATE SIGNED: 11/17/2021

Total Attachments: 14

- source=[Executed] Caraway Home Inc. - Intellectual Property Agreement#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, as it may be amended, restated, supplemented or otherwise modified from time to time (this "Agreement"), is executed as of this 15th day of November, 2021, by CARAWAY HOME INC., a Delaware corporation (together with its successors and permitted assigns, "Grantor"), to LIQUIDITY CAPITAL II, L.P. (together with its successors and assigns, "Lender").

RECITALS

A. In connection herewith, the Grantor, as borrower, is entering into that certain Master Agreement, dated on or about the date hereof, with Lender, pursuant to which Lender has agreed to make certain financial accommodations to Grantor on the terms and conditions set forth therein (as it may be amended, restated or otherwise modified from time to time, the "Credit Agreement"). It is a condition precedent to the effectiveness of the Credit Agreement that the Grantor shall have entered into this Agreement in favor of the Lender.

B. Pursuant to the terms of a Security Agreement dated as of the date hereof (the "Security Agreement") entered into in connection with the Credit Agreement, Grantor has granted to Lender 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 (as defined in the Security Agreement).

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 Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. To secure Grantor's obligations to Lender under the Credit Agreement, Security Agreement and related documents, Grantor grants and pledges to Lender a first priority 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) All United States registered copyrights, copyright applications and copyright registrations, including but not limited to Grantor's United States registered copyrights and copyright registrations and United States applications for copyright registrations listed in Exhibit A attached hereto and all of Grantor's copyrights that are not registered in the United States Copyright Office, including derivative works, all license agreements with respect to the Copyrights and any and all royalties, payments and other amounts payable to Grantor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, all rights to sue for past, present or future infringement of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Copyrights");

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(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 patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, if any, and those patents listed on Exhibit B attached hereto, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world (collectively, the "Patents");

(e) Any registered trademark, trademark registration, trade name and trademark application (other than any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed)), registered service mark, service mark registration, service name and service mark application, if any, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Exhibit C attached hereto, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world (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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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 Lender.

3. Authorization. Grantor hereby authorizes Lender 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 Credit Agreement and Security Agreement, which are hereby incorporated by reference. The provisions of the Credit Agreement and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and Security 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. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party in connection with the execution and storage hereof.

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. 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 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).

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed as a sealed instrument under the laws of the State of Delaware as of the date first written above.

GRANTOR:

CARAWAY HOME INC.

Jordau Nathan

By: _____

Name: Jordan Nathan

Title: Chief Executive Officer

LENDER:

LIQUIDITY CAPITAL II, L.P.

Udi Gvirtz

By: _____

Name: Udi Gvirtz

Title: Chief Financial Officer



By: _____

Name: Oshri Harari,

Title: General Counsel & Chief Operating Officer

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

See attached

<u>Title</u>	<u>Country</u>	<u>Application Number</u>	<u>Patent/Design Number</u>	<u>Application/Registration/Issue Date</u>	<u>Status</u>	<u>Type</u>
COOKWARE LID HOLDER	United States	17/063,857	----	10/6/2020	Published	Utility: Non-Provisional
COOKWARE LID HOLDER	United States	62/911,805	----	10/7/2019	Expired	Utility: Provisional
COOKWARE LID HOLDER	World Intellectual Property Organization	PCT/US20/54361	----	10/6/2020	Expired	Utility: Provisional
COOKWARE LID HOLDER	China	202080006196.9	----	5/14/2021	Pending	Utility: PCT
COOKWARE STORAGE SYSTEM	United States	17/063,886	11064841	7/20/2021	Published	Utility: National Phase
COOKWARE STORAGE SYSTEM	United States	17/063,886	11064841	7/20/2021	Issued	Utility: Non-Provisional
COOKWARE STORAGE SYSTEM	United States	62/911,929	----	10/7/2019	Expired	Utility: Provisional
COOKWARE STORAGE SYSTEM	World Intellectual Property Organization	PCT/US20/54366	----	10/6/2020	Expired	Utility: Provisional
COOKWARE STORAGE SYSTEM	China	202080006169.1	----	5/13/2021	Pending	Utility: PCT
BAKEWARE STORAGE SYSTEM	United States	63/213,315	----	6/22/2021	Published	Utility: National Phase
COOKWARE LIDS	United States	29/709,068	D921421	6/8/2021	Pending	Utility: Provisional
	United States				Issued	Design

<u>Title</u>	<u>Country</u>	<u>Application Number</u>	<u>Patent/Design Number</u>	<u>Application / Registration/Issue Date</u>	<u>Status</u>	<u>Type</u>
COOKWARE LIDS	China	202030128466.6	ZL 2020 3 0128466.6	8/25/2020	Issued	Design
COOKWARE LIDS	United States	29/780,165	----	4/22/2021	Pending	Design
COOKWARE LID HANDLE	United States	29/709,070	D917226	4/27/2021	Issued	Design
COOKWARE LID HANDLE	China	202030126620.6	ZL 2020 3 0126620.6	7/17/2020	Issued	Design
COOKWARE SIDE HANDLE	United States	29/709,082	D918647	5/11/2021	Issued	Design
COOKWARE SIDE HANDLE	China	202030126528.X	ZL 2020 3 0126528.X	9/15/2020	Issued	Design
COOKWARE PAN RACKS	United States	29/709,083	----	10/11/2019	Issued	Design
COOKWARE PAN RACKS	Canada	194322	----	4/1/2020	Pending	Design
COOKWARE PAN RACKS	China	202030126596.6	ZL 2020 3 0126596.6	7/28/2020	Issued	Design
COOKWARE PAN RACKS	European Patent Office	77827760001	77827760001	4/1/2020	Issued	Design
COOKWARE PAN RACKS	United Kingdom	90077827760001	90077827760001	4/1/2020	Issued	Design
COOKWARE LID HOLDER	United States	29/709,084	D925303	7/20/2021	Issued	Design
COOKWARE LID HOLDER	Canada	194326	----	4/1/2020	Issued	Design
COOKWARE LID HOLDER	China	202030126457.3	ZL 2020 3 0126457.3	7/17/2020	Pending	Design
COOKWARE Lid Holder	European Patent Office	77827760002	77827760002	4/1/2020	Issued	Design

Title	Country	Application Number	Patent/Design Number	Application / Registration/Issue Date	Status	Type
COOKWARE Lid Holder	United Kingdom	90077827760002	90077827760002	4/1/2020	Issued	Design
COOKWARE PAN HANDLE	United States	29/709,085	D908,424	1/26/2021	Issued	Design
COOKWARE PAN HANDLE	China	202030126052.X	ZL 2020 3 0126052.X	4/3/2020	Issued	Design
COOKWARE PAN HANDLE	United States	29/762,642	D918650	5/11/2021	Issued	Design
COOKWARE PAN HANDLE	United States	29/781,550	---	4/30/2021	Pending	Design
BROWNIE PAN HANDLE	United States	29/776,020	---	3/26/2021	Pending	Design
BROWNIE PAN HANDLE	Canada	206739	---	9/25/2021	Pending	Design
BROWNIE PAN HANDLE	China	202130635706.6	---	9/25/2021	Pending	Design
BROWNIE PAN HANDLE	European Union Trademark and Designs Office	8702906	---	9/24/2021	Pending	Design
BROWNIE PAN HANDLE	United Kingdom	6163149	---	9/20/2021	Pending	Design
COOLING RACK	United States	29/776,024	---	3/26/2021	Pending	Design
COOLING RACK	Canada	206740	---	9/25/2021	Pending	Design
COOLING RACK	China	202130635695.1	---	9/25/2021	Pending	Design
COOLING RACK	European Union Trademark and Designs Office	8702088	---	9/24/2021	Pending	Design
COOLING RACK	United Kingdom	6163150	---	9/20/2021	Pending	Design

<u>Title</u>	<u>Country</u>	<u>Application Number</u>	<u>Patent/Design Number</u>	<u>Application / Registration/Issue Date</u>	<u>Status</u>	<u>Type</u>
SHEET PAN HANDLE	United States	29/776,026	----	3/26/2021	Pending	Design
SHEET PAN HANDLE	Canada	206741	----	9/25/2021	Pending	Design
SHEET PAN HANDLE	China	202130635694.7	----	9/25/2021	Pending	Design
SHEET PAN HANDLE	European Union Trademark and Designs Office	8702914	----	9/24/2021	Pending	Design
SHEET PAN HANDLE	United Kingdom	6163151	----	9/20/2021	Pending	Design
BAKEWARE STORAGE SYSTEM	United States	29/782,558	----	5/7/2021	Pending	Design
BAKEWARE STORAGE SYSTEM	United States	29/782,560	----	5/7/2021	Pending	Design

EXHIBIT C

Trademarks

See attached

<u>Title</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>	<u>Status</u>	<u>Type</u>
CARAWAY HOME	Canada	2078273	----	1/18/2021	Pending	Trademark
CARAWAY	Canada	2026285	----	5/5/2020	Pending	Trademark
CARAWAY	China	47964202	----	7/9/2020	Pending	Trademark
CARAWAY	China	47932657	----	7/9/2020	Pending	Trademark
CARAWAY	China	47964258	----	7/9/2020	Pending	Trademark
CARAWAY	China	47960277	----	7/9/2020	Pending	Trademark
CARAWAY	China	47947415	----	7/9/2020	Pending	Trademark
CARAWAY	China	19705625	19705625	6/7/2017	Issued	Trademark
CARAWAY	China	19705830	19705830	6/7/2017	Issued	Trademark
CARAWAY HOME	China	53082505	53082505	8/28/2021	Issued	Trademark
CARAWAY	European Union	18234589	----	5/5/2020	Pending	Trademark
CARAWAY	European Union	18378061	----	1/18/2021	Pending	Trademark
CARAWAY HOME	European Union	18378061	----	1/18/2021	Published	Trademark
CARAWAY	United Kingdom	3487127	UK00003487127	8/11/2020	Issued	Trademark
CARAWAY HOME	United Kingdom	3580872	----	1/18/2021	Pending	Trademark
CARAWAY HOME Child Application	United States	90975558	6,522,382	10/12/2021	Issued	Trademark
Perracotta	United States	90850021	----	7/27/2021	Pending	Trademark
CARAWAY	United States	88449295	----	5/28/2019	Abandoned	Trademark
CARAWAY	United States	88978108	6115214	7/28/2020	Issued	Trademark
CARAWAY HOME	United States	90057674	----	7/17/2020	Allowed	Trademark
(design mark)	United States	90312629	----	11/11/2020	Pending	Trademark
(design mark)	United States	90312616	----	11/11/2020	Pending	Trademark
(design mark)	United States	90316348	----	11/12/2020	Pending	Trademark
(design mark)	United States	90316366	----	11/12/2020	Pending	Trademark

<u>Title</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>	<u>Status</u>	<u>Type</u>
(design mark)	United States	90316384	----	11/12/2020	Pending	Trademark
(design mark)	United States	90316395	----	11/12/2020	Pending	Trademark

EXHIBIT D

Mask Works

None