

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745557

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caraway Home Inc.		07/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LQC SP1 LLC		
Street Address:	419 Lafayette Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6522382	CARAWAY HOME	
Registration Number:	6115214	CARAWAY	
Serial Number:	90316348		
Serial Number:	90316366		
Serial Number:	90316384		
Serial Number:	90316395		
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-660-3052		
Email:	trademark@sullivanlaw.com		
Correspondent Name:	Michael S. Palmisciano		
Address Line 1:	1633 Broadway		
Address Line 2:	Sullivan & Worcester LLP		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Michael S. Palmisciano		
SIGNATURE:	/Michael S. Palmisciano/		
DATE SIGNED:	08/03/2022		

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Total Attachments: 15

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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 28 day of July, 2022, by CARAWAY HOME INC., a Delaware corporation (together with its successors and permitted assigns, "Grantor"), to LQC SP1 LLC (together with its successors and assigns, "Lender").

RECITALS

A. In connection herewith, the Grantor, as borrower, is entering into that certain Master Agreement, dated as of 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).

C. Reference is made to that certain Intellectual Property Security Agreement dated as of November 15, 2021 (the "Other IP Security Agreement") between Grantor and LIQUIDITY CAPITAL II, L.P. (the "Other Lender"), entered into in connection with that certain Master Agreement dated as of November 15, 2021 between Grantor and the Other Lender.

D. Under the Other IP Security Agreement, Grantor provided to the Other Lender the same grant of intellectual property security as is granted hereunder.

E. It is contemplated that the liens provided hereunder and the liens provided under the Other IP Security Agreement will be granted on an equal, pari passu basis, so that the Lender and the Other Lender will be pari passu on a pro rata basis as to any remedies hereunder and under the Other IP 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");

(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. Pari Passu with Other IP Security Agreement. The liens granted hereunder are on an equal, pari passu basis, so that the Lender and the Other Lender will be pari passu on a pro rata basis as to any remedies hereunder and under the Other IP Security Agreement.

3. 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.

4. 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.

5. 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.

6. 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

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of electronic signatures and records by any other party in connection with the execution and storage hereof.

7. 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.

8. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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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.

By: Jordan Nathan
Name: Jordan Nathan
Title: Chief Executive Officer

LENDER:

LQC SP1 LLC

By: Udi Gvirtz
Name: Udi Gvirtz
Title: Chief Financial Officer



By: _____
Name: Oshri Harari,
Title: General Counsel & Chief Operating Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (2022)]

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

See attached

Country	Type	Title	Filing Date	Application No.	Issue Date	Patent No.	Status	Attorney Ref.
World Intellectual Property Organization	Utility: PCT	COOKWARE LID HOLDER	10/6/2020	PCT/US20/54361			Published	1009.001PCT
Canada	Utility: National Phase	COOKWARE LID HOLDER	4/5/2022	3157029			Pending	1009.001PCT.CA
European Patent Office	Utility: National Phase	COOKWARE LID HOLDER	4/19/2022	20874034			Pending	1009.001PCT.EP
World Intellectual Property Organization	Utility: PCT	COOKWARE STORAGE SYSTEM	10/6/2020	PCT/US20/54366			Pending	1009.002PCT
Canada	Utility: National Phase	COOKWARE STORAGE SYSTEM	4/6/2022	3153812			Pending	1009.002PCT.CA
World Intellectual Property Organization	Utility: National Phase	COOKWARE STORAGE SYSTEM	5/9/2022	20873478			Pending	1009.002PCT.EP
United States	Utility: Provisional	BAKEWARE STORAGE SYSTEM	6/22/2021	63/213,315			Pending	1009.003PROV
United States	Utility: Non-Provisional	BAKEWARE STORAGE SYSTEM	6/22/2022	17/847,106			Pending	1009.003US
World Intellectual Property Organization	Utility: PCT	BAKEWARE STORAGE SYSTEM	6/22/2022	PCT/US22/34609			Pending	1009.003PCT

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REEL: 007809 FRAME: 0985

Country	Type	Title	Filing Date	Application No.	Issue Date	Patent No.	Status	Attorney Ref.
Property Organization								
United States	Design	COOKWARE PAN HANDLE	4/30/2021	29/781,550			Pending	1009.006D.CON2
United States	Utility: Non-Provisional	COOKWARE LID HOLDER	10/6/2020	17/063,857			Published	CAR-001-NP
United States	Utility: Provisional	COOKWARE LID HOLDER	10/7/2019	62/911,805			Expired	CAR001P
China	Utility: National Phase	COOKWARE LID HOLDER	5/14/2021	202080006196.9			Published	CAR-001-PCT-CN
United States	Utility: Non-Provisional	COOKWARE STORAGE SYSTEM	10/6/2020	17/063,886	7/20/2021	11064841	Issued	CAR-002-NP
United States	Utility: Provisional	COOKWARE STORAGE SYSTEM	10/7/2019	62/911,929			Expired	CAR002P
China	Utility: National Phase	COOKWARE STORAGE SYSTEM	5/13/2021	202080006169.1	12/21/2022	ZL 2020 8 0006169. 1	Published	CAR-002-PCT-CN
United States	Design	COOKWARE LIDS	10/11/2019	29/709,068	6/8/2021	D921421	Issued	CAR-DES-001
China	Design	COOKWARE LIDS	4/3/2020	202030128466.6	8/25/2020	ZL 2020 3 0128466.6	Issued	CAR-DES-001.CN
United States	Design	COOKWARE LID	4/22/2021	29/780,165	5/31/2022	D953102	Issued	CAR-DES-001-CON
United States	Design	COOKWARE LID HANDLE	10/11/2019	29/709,070	4/7/2021	D917226	Issued	CARDES002
China	Design	COOKWARE LID HANDLE	4/3/2020	202030126620.6	7/17/2020	ZL 2020 3 0126620.6	Issued	CAR-DES-002.CN

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REEL: 007809 FRAME: 0986

Country	Type	Title	Filing Date	Application No.	Issue Date	Patent No.	Status	Attorney Ref.
United States	Design	COOKWARE SIDE HANDLE	10/11/2019	29/709,082	5/11/2021	D918647	Issued	CARDES003
China	Design	COOKWARE SIDE HANDLE	4/3/2020	202030126528.X	9/15/2020	ZL 2020 3 0126528.X	Issued	CAR-DES- 003.CN
United States	Design	COOKWARE PAN RACK	10/11/2019	29/709,083	12/28/2021	D939286	Issued	CAR-DES-004
China	Design	COOKWARE PAN RACKS	4/3/2020	202030126596.6	7/28/2020	ZL 2020 3 0126596.6	Issued	CAR-DES- 004.CN
United States	Design	COOKWARE PAN RACK	12/10/2021	29/818,703			Pending	CAR-DES- 004.CON
Canada	Design	COOKWARE PAN RACKS	4/1/2020	194322			Pending	CARDES004CA
European Patent Office	Design	COOKWARE PAN RACKS	4/1/2020	77827760001	6/4/2020	77827760001	Issued	CAR-DES- 004EU
United Kingdom	Design	COOKWARE PAN RACKS	4/1/2020	90077827760001		90077827760001	Pending	CAR-DES- 004UK
United States	Design	COOKWARE LID HOLDER	10/11/2019	29/709,084	7/20/2021	D925303	Issued	CAR-DES-005
China	Design	COOKWARE LID HOLDER	4/3/2020	202030126457.3	7/17/2020	ZL 2020 3 0126457.3	Issued	CAR-DES- 005.CN
Canada	Design	COOKWARE LID HOLDER	4/1/2020	194326			Pending	CARDES005CA
European Patent Office	Design	COOKWARE Lid Holder	4/1/2020	77827760002	6/4/2020		Issued	CARDES005EU
United Kingdom	Design	COOKWARE Lid Holder	4/1/2020	90077827760002		90077827760002	Pending	CAR-DES- 005UK
United States	Design	COOKWARE PAN HANDLE	10/11/2019	29/709,085	1/26/2021	D908,424	Issued	CAR-DES-006

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REEL: 007809 FRAME: 0987

Country	Type	Title	Filing Date	Application No.	Issue Date	Patent No.	Status	Attorney Ref.
China	Design	COOKWARE PAN HANDLE	4/3/2020	202030126052.X	7/28/2020	ZL 2020 3 0126052.X	Issued	CAR-DES-006.CN
United States	Design	COOKWARE PAN HANDLE	12/17/2020	29/762,642	5/11/2021	D918650	Issued	CAR-DES-006-CON
United States	Design	BROWNIE PAN HANDLE	3/26/2021	29/776,020			Pending	CAR-DES-007
Canada	Design	BROWNIE PAN HANDLE	9/25/2021	206739			Pending	CAR-DES-007.CA
China	Design	BROWNIE PAN HANDLE	9/25/2021	202130635706.6			Pending	CAR-DES-007.CN
European Union Trademark and Designs Office	Design	BROWNIE PAN HANDLE	9/24/2021	8702906	9/24/2021	8702906	Issued	CAR-DES-007.EM
United Kingdom	Design	BROWNIE PAN HANDLE	9/20/2021	6163149			Pending	CAR-DES-007.UK
United States	Design	COOLING RACK	3/26/2021	29/776,024			Pending	CAR-DES-008
Canada	Design	COOLING RACK	9/25/2021	206740			Pending	CAR-DES-008.CA
China	Design	COOLING RACK	9/25/2021	202130635695.1	5/10/2022	ZL 2021 3 0635695.1	Issued	CAR-DES-008.CN
European Union Trademark and Designs Office	Design	COOLING RACK	9/24/2021	8702088			Pending	CAR-DES-008.EM
United Kingdom	Design	COOLING RACK	9/20/2021	6163150			Pending	CAR-DES-008.UK

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Country	Type	Title	Filing Date	Application No.	Issue Date	Patent No.	Status	Attorney Ref.
United States	Design	SHEET PAN HANDLE	3/26/2021	29/776,026			Pending	CAR-DES-009
Canada	Design	SHEET PAN HANDLE	9/25/2021	206741			Pending	CAR-DES-009.CA
China	Design	SHEET PAN HANDLE	9/25/2021	202130635694.7			Pending	CAR-DES-009.CN
European Union Trademark and Designs Office	Design	SHEET PAN HANDLE	9/24/2021	8702914			Pending	CAR-DES-009.EM
United Kingdom	Design	SHEET PAN HANDLE	9/20/2021	6163151			Pending	CAR-DES-009.UK
United States	Design	BAKEWARE STORAGE SYSTEM	5/7/2021	29/782,558			Pending	CAR-DES-010
Canada	Design	BAKEWARE STORAGE SYSTEM	11/5/2021	207702			Pending	CAR-DES-010.CA
China	Design	BAKEWARE STORAGE SYSTEM	10/29/2021	202130712676.4			Pending	CAR-DES-010.CN
European Union Trademark and Designs Office	Design	BAKEWARE STORAGE SYSTEM	11/4/2021	008747372-0001	11/4/2021	008747372-0001	Issued	CAR-DES-010.EM
United Kingdom	Design	BAKEWARE STORAGE SYSTEM	11/5/2021	6174211	11/5/2021	6174211	Issued	CAR-DES-010.UK

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Country	Type	Title	Filing Date	Application No.	Issue Date	Patent No.	Status	Attorney Ref.
United States	Design	BAKEWARE STORAGE SYSTEM	5/7/2021	29/782,560			Pending	CAR-DES-011
Canada	Design	BAKEWARE STORAGE SYSTEM	11/5/2021	207703			Pending	CAR-DES-011.CA
China	Design	BAKEWARE STORAGE SYSTEM	10/29/2021	202130712677.9			Pending	CAR-DES-011.CN
European Union Trademark and Designs Office								
United Kingdom	Design	BAKEWARE STORAGE SYSTEM	11/5/2021	8749584	11/5/2021	008749584-0001	Issued	CAR-DES-011.EM
United States	Design	BAKEWARE STORAGE SYSTEM	11/5/2021	6174271			Pending	CAR-DES-011.UK
United States	Design	BAKING SHEET	11/8/2021	29/814,682			Pending	CAR-DES-012
United States	Design	RECTANGULAR SHEET	11/8/2021	29/814,684			Pending	CAR-DES-013
United States	Design	LOAF PAN	11/8/2021	29/814,685			Pending	CAR-DES-014
United States	Design	CIRCLE PAN	11/8/2021	29/814,689			Pending	CAR-DES-015
United States	Design	SQUARE PAN	11/8/2021	29/814,691			Pending	CAR-DES-016
United States	Design	MUFFIN PAN	11/12/2021	29/815,309			Pending	CAR-DES-017

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EXHIBIT C

Trademarks

See attached

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Country	Title	Filing Date	Application No.	Issue Date	Registration No.	Status	Attorney Ref.
Hong Kong	CARAWAY	11/26/2021	305814018			Pending	1009.019TM.HK
United States	CARAWAY	5/5/2020	2026285			Pending	BOCI-005
European Union Trademark and Designs Office	CARAWAY	5/5/2020	18234589			Pending	CAR001EU
United Kingdom	CARAWAY	5/5/2020	3487127	8/11/2020	UK00003487127	Issued	CARCAR001GB
United States	CARAWAY HOME	7/17/2020	90975558	10/12/2021	6522382	Issued	CARCAR002EU
China	CARAWAY	7/9/2020	47964202	10/14/2021	47964202	Issued	CARCAR002EUCN
China	CARAWAY	7/9/2020	47932657	10/13/2021	47932657	Issued	CARCAR003EUCN
China	CARAWAY	7/9/2020	47964258	10/28/2021	47964258	Issued	CARCAR004EUCN
China	CARAWAY	7/9/2020	47960277			Abandoned	CARCAR005EUCN
China	CARAWAY	7/9/2020	47947415	4/7/2021	47947415	Issued	CARCAR006EUCN
United States	PERRACOTTA	7/27/2021	90850021			Published	CAR-PER-001
United States	CARAWAY	5/28/2019	88449295			Allowed	CARTM01
United States	CARAWAY	5/28/2019	88978108	7/28/2020	6115214	Issued	CARTM01D
United States	CARAWAY HOME	7/17/2020	90057674			Allowed	CARTM02
United States	(design mark)	11/11/2020	90312629			Abandoned	T2020CAR100
United States	(design mark)	11/11/2020	90312616			Abandoned	T2020CAR101
United States	(design mark)	11/12/2020	90316348			Pending	T2020CAR102
United States	(design mark)	11/12/2020	90316366			Pending	T2020CAR103
United States	(design mark)	11/12/2020	90316384			Pending	T2020CAR104
United States	(design mark)	11/12/2020	90316395			Pending	T2020CAR105
Canada	CARAWAY HOME	1/18/2021	2078273			Pending	T2021CAR001
Canada	CARAWAY HOME	1/18/2021	53082505	8/28/2021	53082505	Issued	T2021CAR002
United Kingdom	CARAWAY HOME	1/18/2021	3580872			Pending	T2021CAR003
European Union Trademark and Designs Office	CARAWAY HOME	1/18/2021	18378061	1/18/2021	18378061	Issued	T2021CAR004

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RECORDED: 08/03/2022

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