

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778275

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fever Labs, Inc.		12/30/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank UK Limited, as Agent
Street Address:	Alphabeta, 14-18 Finsbury Square
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2A 1BR
Entity Type:	Company: ENGLAND AND WALES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	97242075	FEVER
Serial Number:	97296228	CANDLELIGHT FEVER ORIGINAL EVENT
Serial Number:	97296184	FEVER PRESENTS CANDLELIGHT
Serial Number:	97296148	FEVER PRESENTS CANDLELIGHT
Serial Number:	97296110	CANDLELIGHT
Registration Number:	6889655	NATURE ILLUMINATED
Serial Number:	97593953	AUTHENTIC FLAMENCO
Serial Number:	90889555	SECRET MEDIA NETWORK
Serial Number:	90855399	BOSTON UNCOVERED
Registration Number:	5840401	FEVER
Registration Number:	5767128	SECRET NYC

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

TRADEMARK

Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1877914 MEZZ

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /Andrew Nash/

DATE SIGNED: 01/04/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of December 30, 2022 by and among (a) **SILICON VALLEY BANK UK LIMITED**, registered in England and Wales at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR, UK (Company Number 12546585) (“**SVB**”), in its capacity as administrative agent and collateral agent (“**Agent**”), and (b) the undersigned grantors (each and together, jointly and severally, individually and collectively, “**Grantor**”).

RECITALS

A. Agent, INNOVATION CREDIT GROWTH FUND IX, L.P., a Delaware limited partnership (“**Fund IX**”), as a lender, (d) INNOVATION CREDIT SMA II, L.P., a Delaware limited partnership (“**SMA II**”), as a lender, and (e) HERCULES CAPITAL, INC., a Maryland corporation (“**Hercules, Inc.**”), as a lender, and together with Agent, Fund IX, SMAII, and Hercules, Inc., individually and collectively, jointly and severally, “**Lender**”) have agreed to make certain advances of money and to extend certain financial accommodation (the “**Loans**”) in the amounts and manner set forth in that certain Mezzanine Loan and Security Agreement by and between Agent, Lenders, and Grantor, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Agent is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of such Grantor's Collateral.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, such Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (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 patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (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.

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 Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such 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 Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan 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.

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

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:

Fever Labs, Inc.

76 Greene Street, 4th Floor
New York, NY 10012
Attn: Ignacio Bachiller
Email: ignacio.bachiller@feverup.com

GRANTOR:

FEVER LABS, INC.

By: DocuSigned by:
Ignacio Bachiller Ströhlein
A14DF12D1E714E8...

Name: Ignacio Bachiller Ströhlein

Title: CEO

MAD HATTER EXPERIENCE LLC

By: DocuSigned by:
Ignacio Bachiller Ströhlein
A14DF12D1E714E8...

Name: Ignacio Bachiller Ströhlein

Title: CEO

Address:

Alphabeta
14-18 Finsbury Square
London
EC2A 1BR
Attn: Brandon Sturtevant
Email: BSturtevant@svb.com;
GroupSCG2.0Team@svb.com

AGENT:

SILICON VALLEY BANK UK LIMITED

By: DocuSigned by:
Courtney Ruppel
CCABF906A80A4D5...

Name: Courtney Ruppel

Title: Vice President

EXHIBIT A

Copyrights

NONE

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>

EXHIBIT B

Patents

NONE

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FEVER	97242075	1/27/2022
CANDLELIGHT FEVER ORIGINAL EVENT	97296228	3/4/2022
FEVER PRESENTS CANDLELIGHT	97296184	3/4/2022
FEVER PRESENTS CANDLELIGHT	97296148	3/4/2022
CANDLELIGHT	97296110	3/4/2022
NATURE ILLUMINATED	97179967 6889655	12/20/2021 11/1/2022
AUTHENTIC FLAMENCO	97593953	9/16/2022
SECRET MEDIA NETWORK	90889555	8/18/2021
BOSTON UNCOVERED	90855399	7/29/2021
FEVER	87726236 5840401	12/19/2017 8/20/2019
SECRET NYC	87897505 5767128	4/27/2018 6/4/2019

EXHIBIT D

Mask Works

NONE

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>