

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM792344

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900751216		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOMNOS LLC		02/16/2023	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Name:	ASSEMBLED BRANDS CAPITAL FUNDING LLC		
Street Address:	15260 VENTURA BOULEVARD, SUITE 1135		
City:	SHERMAN OAKS		
State/Country:	CALIFORNIA		
Postal Code:	91403		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6828976	MYBEARABY	
Registration Number:	6859931	NAPPLING	
Registration Number:	5859003	BEARABY	
Registration Number:	6242922	B	
Serial Number:	97353457	MELOFOAM	
Serial Number:	97353443	CUDDLER	
Serial Number:	97353429	HUGGET	
Serial Number:	90615781	BEARABY SLEEPER	
Serial Number:	90615774	BEARABY HUGGER	
Serial Number:	88865416	YAPPER	
Serial Number:	88573553	NAPPER	
Serial Number:	88028898	BEARABY	
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>			
Email:	rboghosian@ctswlaw.com		
Correspondent Name:	COHEN TAUBER SPIEVACK & WAGNER P.C.		

TRADEMARK

Address Line 1: 420 Lexington Avenue, Suite 2400
Address Line 4: New York, NEW YORK 10170

NAME OF SUBMITTER: Robert Boghosian

SIGNATURE: /s/ Robert Boghosian

DATE SIGNED: 03/07/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into as of February 16, 2023 (this “IP Security Agreement”) by and between **SOMNOS LLC**, a Wyoming limited liability company, with a place of business at 90 Church Street, FL 1 #3514, New York, NY 10008 (“Grantor”) and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 15260 Ventura Boulevard, Suite 1135, Sherman Oaks, CA 91403 (together with its successors and assigns, “Lender”).

RECITALS

WHEREAS, Grantor has requested that the Lender from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Credit Agreement dated as of even date herewith, by and between the Grantor and the Lender (as may be amended, restated, amended and restated or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, under the terms of the Credit Agreement, Grantor has granted Lender a security interest in and lien on all of Grantor’s assets (except for patents owned by Grantor), including all of Grantor’s trademarks, tradenames, trade styles, copyrights, domain names, URLs, IP Addresses and other intellectual property, and Grantor agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Authority.

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants to Lender a security interest in and lien on all of Grantor’s right, title and interest in and to the Exclusive Patent License Agreement, and all of Grantor’s rights and interests in the Licensed Property and the Licensed Product (as those terms are defined in the License Agreement), all of Grantor’s other intellectual property assets, wherever located and whether now owned or hereafter acquired, all trademarks, copyrights, domain names, URLs and IP Addresses, including the trademarks, copyrights, domain names, URLs and IP Addresses set forth in **Exhibit 1** attached hereto and incorporated herein by reference, all source codes associated with such intellectual property, all goodwill of the business of Grantor 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, (collectively, the “IP Collateral”) *provided, however*, that IP Collateral shall exclude all patents owned by Grantor and 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. As used herein, the term “Exclusive Patent License Agreement” means that certain ‘Exclusive Patent License Agreement’ by and between Bearaby, Inc., as licensor and Grantor, as licensee dated as of November 18, 2020 as the same may be amended and modified. For the avoidance of doubt, Grantor acknowledges that the items listed in **Exhibit 1-1** to this IP Security Agreement are not United States intent-to-use trademark applications and Lender shall have a security interest in and lien on the items listed in **Exhibit 1-1** to this IP Security Agreement. For the avoidance of doubt, a security interest in and lien on the IP Collateral has been granted by Grantor to Lender pursuant to the Credit Agreement and Lender shall have all rights and remedies with respect to the IP Collateral as set forth in the Credit Agreement.

2. Recordation. Grantor authorizes the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Lender.

3. Loan Documents. This IP Security 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 IP Security 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 IP Security 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 IP Security Agreement shall be deemed to limit such rights and remedies. In furtherance thereof, upon the occurrence of an Event of Default, Lender shall have all rights and remedies as set forth in the Credit Agreement with respect to the IP Collateral.

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This IP Security 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 IP Security 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 Page Follows]

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

GRANTOR:

SOMNOS LLC,
a Wyoming limited liability company

By: 
Name: Kathrin Hamm
Title: President and Chief Executive Officer

Agreed and accepted:

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC,
a Delaware limited liability company

By: 
Name: Michael Lipkin
Title: Chief Executive Officer

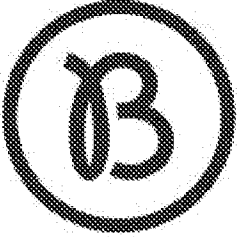
EXHIBIT 1

List of Trademarks, Patents, Copyrights, Domain Names, URLs and IP Addresses

See Exhibit 1-1 through Exhibit 1-3 attached hereto.

EXHIBIT 1-1

TRADEMARKS

Mark	Owner of Mark	Registration no.	Registration Date
MYBEARABY	Somnos LLC	6828976	August 23, 2022
NAPPLING	Somnos LLC	6859931	September 27, 2022
BEARABY	Somnos LLC	5859003	September 10, 2019
	Somnos LLC	6242922	January 12, 2021

Mark	Owner of Mark	Serial no.	Filing Date
MELOFOAM	Somnos LLC	97353457	April 8, 2022
CUDDLER	Somnos LLC	97353443	April 8, 2022
HUGGET	Somnos LLC	97353429	April 8, 2022
BEARABY SLEEPER	Somnos LLC	90615781	March 31, 2021
BEARABY HUGGER	Somnos LLC	90615774	March 31, 2021
YAPPER	Somnos LLC	88865416	April 4, 2020
NAPPER	Somnos LLC	88573553	August 9, 2019
BEARABY	Somnos LLC	88028898	December 11, 2018

EXHIBIT 1-2
COPYRIGHTS

None

Exhibit 1 - 2

EXHIBIT 1-3

DOMAIN NAMES, URLS and IP ADDRESSES

Domain Name	URL	IP Address	Login	Registrant	Registrar	User ID	Password
bearaby.com			Provided separately to Lender			Provided separately to Lender	Provided separately to Lender
bearaby.ca			Provided separately to Lender			Provided separately to Lender	Provided separately to Lender

Title	2023-02-16 - Somnos LLC - IP Security Agreement
File name	Intellectual Prop...6039) (1) (1).pdf
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Audit trail date format	MM / DD / YYYY
Status	✳ Signed

Document History



SENT

02 / 16 / 2023
18:11:00 UTC

Sent for signature to Michael Lipkin (michael@assembledbrands.com) and Kathrin Hamm (kathrin@bearaby.com) from ethan@assembledbrands.com
IP: 172.112.13.133



VIEWED

02 / 16 / 2023
18:28:48 UTC

Viewed by Kathrin Hamm (kathrin@bearaby.com)
IP: 94.204.84.246



SIGNED

02 / 16 / 2023
18:33:17 UTC

Signed by Kathrin Hamm (kathrin@bearaby.com)
IP: 94.204.84.246



VIEWED

02 / 16 / 2023
20:11:52 UTC

Viewed by Michael Lipkin (michael@assembledbrands.com)
IP: 137.25.55.189



SIGNED

02 / 16 / 2023
22:42:03 UTC

Signed by Michael Lipkin (michael@assembledbrands.com)
IP: 137.25.55.189



COMPLETED

02 / 16 / 2023
22:42:03 UTC

The document has been completed.