

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM831295

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
All Seated, Inc.		08/11/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Level Structured Capital II, L.P.		
<b>Street Address:</b>	140 East 45th Street, 42nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97112350	ALLSEATED	
<b>Serial Number:</b>	97113894	EXVO	
<b>Serial Number:</b>	97113829	ALLSEATED VISION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2132897739		
<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>			
<b>Phone:</b>	2134262619		
<b>Email:</b>	aarnelle@goodwinlaw.com		
<b>Correspondent Name:</b>	Amy Arnelle		
<b>Address Line 1:</b>	601 S Figueroa Street Suite 4100		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	128441.386534		
<b>NAME OF SUBMITTER:</b>	Amy Arnelle		
<b>SIGNATURE:</b>	/Amy Arnelle/		
<b>DATE SIGNED:</b>	08/11/2023		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”), dated as of August 11, 2023, is made by and among All Seated, Inc., a Delaware corporation (“**Debtor**”), and LEVEL STRUCTURED CAPITAL II, L.P., a Delaware limited partnership, as collateral agent (in such capacity, the “**Secured Party**”).

### Recitals

Debtor, Secured Party and the other parties thereto, are parties to a Loan and Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the “**Loan Agreement**”).

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement.
2. **Security Interest.** Debtor hereby grants Secured Party a security interest (the “**Security Interest**”) in all of its Trademarks, including the Trademarks listed on Exhibit A hereto, to secure payment of the Obligations.
3. **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 the Secured Party with respect to the Trademark are as provided by the Loan Agreement and related 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 agreement. 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.** 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).

*Signature page follows*

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

**DEBTOR:**

**ALL SEATED, INC.**

DocuSigned by:

*Yaron Lipshitz*

By: \_\_\_\_\_  
E5C15B929F3E470...

Name: Yaron Lipshitz

Title: CEO

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

**SECURED PARTY:**

**LEVEL STRUCTURED CAPITAL II, L.P.**

By: Level Structured Capital II (GP), L.P., its general partner

By: Level Structured Capital Associates II, LLC, its general partner

DocuSigned by:  
*Barry Osherow*  
59F40294DDCE4EE...

By: \_\_\_\_\_

Name: Barry Osherow

Title: Authorized Signatory

**Exhibit A**

**TRADEMARKS**

<b><u>Description</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>	<b><u>Owner</u></b>
ALLSEATED	97112350	11/8/2021	All Seated, Inc.
EXVO	97113894	11/8/2021	All Seated, Inc.
ALLSEATED VISION	97113829	11/8/2021	All Seated, Inc.