

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Somnos LLC		08/15/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	FLOW CAPITAL CORP.		
Street Address:	1 Adelaide Street East, Suite 3002 PO Box 171		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5C 2VP		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6242922	B	
Registration Number:	5859003	BEARABY	
Registration Number:	6859931	NAPPLING	
Registration Number:	6828976	MYBEARABY	
Serial Number:	97353443	CUDDLER	
Serial Number:	97353429	HUGGET	
Serial Number:	97353457	MELOFOAM	
Serial Number:	88573553	NAPPER	
Serial Number:	90615781	BEARABY SLEEPER	
Serial Number:	90615774	BEARABY HUGGER	
Serial Number:	88865416	YAPPER	
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:	mark@dtlawpartners.com		
Correspondent Name:	Mark Anthony DePaco		
Address Line 1:	125 E Victoria St Ste I		
Address Line 4:	Santa Barbara, CALIFORNIA 93101		

OP \$315.00 6242922

DOMESTIC REPRESENTATIVE

Name: DT Law Partners LLP
Address Line 1: 125 E Victoria St Ste I
Address Line 4: Santa Barbara, CALIFORNIA 93101

NAME OF SUBMITTER:	Mark A. DePaco
SIGNATURE:	/mark depaco/
DATE SIGNED:	08/15/2023

Total Attachments: 6
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INTELLECTUAL PROPERTY AND TRADEMARK SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY AND TRADEMARK SECURITY AGREEMENT (this "IP Security Agreement") is made this 15th day of August 2023, by and among **Somnos LLC**, a Wyoming limited liability company and **Bearaby Inc.**, a Delaware corporation (collectively "Borrowers" and "Grantors"), and **FLOW CAPITAL CORP.** ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and between Borrowers and Lender, Lender has agreed to make certain financial accommodations available to Borrowers pursuant to the terms and conditions of the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, Borrowers are required to execute and deliver to Lender this IP Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN IP and TRADEMARK COLLATERAL. Borrowers hereby unconditionally grants, assigns, and pledges to Lender to secure the Obligations, a continuing security interest (referred to in this IP Security Agreement as the "Security Interest") in all of such Borrowers' right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "IP Collateral"):

(a) all of its Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(c) all of Borrowers' right, title and interest in and to the Exclusive Patent License Agreements dated November 18, 2020, by and between Somnos and Bearaby;

(e) all of Borrowers' copyrights, domain names, URL's and IP addresses including without limitation those copyrights, domain names, URL's and IP addresses set forth in Schedule II attached hereto; and

(d) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Borrowers against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to

receive license fees, royalties, and other compensation under any Trademark licensed under any Intellectual Property license.

3. SECURITY FOR SECURED OBLIGATIONS. This IP Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Borrowers, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Borrowers.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Borrowers hereby acknowledge and affirm that the rights and remedies of Lender with respect to the Security Interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Borrowers shall obtain rights to any new trademarks, the provisions of this IP Security Agreement shall automatically apply thereto. Borrowers shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Borrowers' obligations under this Section, Borrowers hereby authorize Lender unilaterally to modify this IP Security Agreement by amending Schedule I to include any such new trademark rights of Borrowers. Notwithstanding the foregoing, no failure to so modify this IP Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. RECORDATION. Borrowers authorize the commissioner for Trademarks, and the Register of Copyrights and any other governmental officials to record and register this IP Security Agreement upon request by Lender.

7. COUNTERPARTS. This IP Security Agreement is a Security Document. This IP Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this IP Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this IP Security Agreement. Any party delivering an executed counterpart of this IP Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this IP Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this IP Security Agreement.

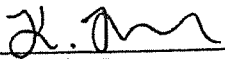
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS IP SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 11 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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

BORROWERS:

SOMNOS LLC, a Wyoming limited liability company

By: 
Name: Kathrin Hamm
Title: CEO and Manager

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

FLOW CAPITAL CORP.

By: _____
Name: Alex Baluta
Title: CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

BORROWERS:

SOMNOS LLC, a Wyoming limited liability company

By: _____

Name: Kathrin Hamm

Title: CEO and Manager

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

FLOW CAPITAL CORP.

By:  _____

Name: Alex Baluta

Title: CEO

SCHEDULE I
to
IP SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Owner of Mark	Application/ Registration/Serial Number	Application/ Registration/Filing Date
Stylized "B" within circle	Somnos LLC	6242922	January 12, 2021
BEARABY	Somnos LLC	5859003	September 10, 2019
NAPPLING	Somnos LLC	6859931	September 27, 2022
MYBEARABY	Somnos LLC	6828976	August 23, 2022
CUDDLER	Somnos LLC	97353443	April 8, 2022
HUGGET	Somnos LLC	97353429	April 8, 2022
MELOFOAM	Somnos LLC	97353457	April 8, 2022
NAPPER	Somnos LLC	88573553	August 9, 2019
BEARABY SLEEPER	Somnos LLC	90615781	March 31, 2021
BEARABY HUGGER	Somnos LLC	90615774	March 31, 2021
YAPPER	Somnos LLC	88865416	April 4, 2020
BEARABY	Somnos LLC	88028898	December 11, 2018

SCHEDULE II
to
IP SECURITY AGREEMENT

Copyrights: None.

URL's/domain names: bearaby.com; bearaby.ca