

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM847825

<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>
DIRECTBUY HOME IMPROVEMENT, INC.		10/20/2023	Corporation:
DB HOME DESIGNS, LLC		10/20/2023	Limited Liability Company:
DIRECTBUY OPERATIONS, LLC		10/20/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ZG Lending SPV, LLC		
<b>Street Address:</b>	515 N. State Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60654		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1618180	Z GALLERIE	
<b>Registration Number:</b>	1779881	Z GALLERIE	
<b>Registration Number:</b>	5205802	Z Z GALLERIE	
<b>Registration Number:</b>	2747220	Z GALLERIE	
<b>Registration Number:</b>	2961180	Z	
<b>Registration Number:</b>	3047273	DIRECTBUY	
<b>Registration Number:</b>	6299339	DR DESIGN & REMODEL	
<b>Serial Number:</b>	97722833	HD HOME DESIGNS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>	9735972500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Jenna Marie Tracy, Esq.		
<b>Address Line 1:</b>	c/o Lowenstein Sandler LLP		

CH \$215.00 1618180

**Address Line 2:** One Lowenstein Drive  
**Address Line 4:** Roseland, NEW JERSEY 07068

**ATTORNEY DOCKET NUMBER:** 44750.2

**NAME OF SUBMITTER:** Jenna Marie Tracy, Esq.

**SIGNATURE:** /Jenna-Marie Tracy/

**DATE SIGNED:** 10/23/2023

**Total Attachments: 5**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 20, 2023, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of ZG Lending SPV, LLC (“Secured Party”).

WITNESSETH:

WHEREAS, pursuant to that certain Debtor-in-Possession Term Loan Facility Summary of Terms and Conditions dated as of October 16, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Term Sheet”), by and among DirectBuy Home Improvement, Inc., a Delaware corporation (“Borrower”) and the other Grantors, the Secured Party has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Guaranty and Security Agreement of even date herewith in favor of Secured Party (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the DIP Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Term Sheet and the other DIP Documents, and to induce Secured Party to make extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Secured Party, and grants to Secured Party a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Intellectual Property Collateral”):

- (a) all Copyrights, Trademarks, and Patents owned by such Grantor and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, Trademark, or Patent, in each case including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals, reversions and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DIRECTBUY HOME IMPROVEMENT, INC.

DocuSigned by:  
By: Robert Fetterman  
8F60B5018AF4442...  
Name: Robert L. Fetterman  
Title: Chief Executive Officer

DIRECTBUY OPERATIONS, LLC

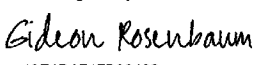
DocuSigned by:  
By: Robert Fetterman  
8F60B5018AF4442...  
Name: Robert L. Fetterman  
Title: President

DB HOME DESIGNS, LLC

DocuSigned by:  
By: Kevin Pukala  
0352DA310369496...  
Name: Kevin Pukala  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

ZG LENDING SPV, LLC  
as Secured Party

DocuSigned by:  
  
By: 19E1DA717B36496...  
Name: Gideon Rosenbaum  
Title: Chief Financial Officer

SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations

Owner	Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
DirectBuy Home Improvement, Inc. DBA Z GALLERIE	Z GALLERIE	U.S.	74/021,628	1/23/1990	1,618,180	10/16/1990
DirectBuy Home Improvement, Inc.	Z GALLERIE	California			054912	6/4/2001
DirectBuy Home Improvement, Inc. DBA Z GALLERIE	Z GALLERIE & Design	U.S.	74/215,139	10/22/1991	1,779,881	6/29/1993
DirectBuy Home Improvement, Inc. DBA Z GALLERIE	ZZ GALLERIE & Design	U.S.	86/906,965	02/12/2016	5,205,802	05/16/2017
DirectBuy Home Improvement, Inc. DBA Z GALLERIE	Z GALLERIE	U.S.	78/138,774	6/25/2002	2,747,220	8/5/2003
DirectBuy Home Improvement, Inc. DBA Z GALLERIE	Z & Design	U.S.	78/291,356	8/22/2003	2,961,180	6/7/2005
DirectBuy Operations LLC, DBA DIRECTBUY	DIRECTBUY	U.S.	76431640	6/28/2002	3047273	1/24/2006
DirectBuy Operations LLC	DIRECTBUY	CAN	1146106	7/8/2002	TMA662089	4/4/2006
DB Home Designs, LLC	DR DESIGN & REMODEL	US	90091375	8/4/2020	6,299,339	3/23/2021

**Pending U.S. Trademark Application of each Grantor**

Owner	Mark		Ser. No.	Filing Date	
DB Home Designs, LLC	HD HOME DESIGNS		9,7722,833	12/19/2022	