

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM187752

<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>
HAVENLY CZ, LLC		02/21/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	ASSEMBLED BRANDS CAPITAL FUNDING LLC		
<b>Street Address:</b>	15260 Ventura Boulevard		
<b>Internal Address:</b>	Suite 1135		
<b>City:</b>	Sherman Oaks		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91403		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6650440	THE CITIZENRY	
<b>Registration Number:</b>	4882307	THE CITIZENRY	
<b>Registration Number:</b>	4882306	THE CITIZENRY	
<b>Registration Number:</b>	4733090	THE CITIZENRY	
<b>Registration Number:</b>	4733089	THE CITIZENRY	
<b>Registration Number:</b>	4733088	THE CITIZENRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(212)381-8726		
<b>Email:</b>	rboghosian@ctswlaw.com		
<b>Correspondent Name:</b>	Robert Boghosian		
<b>Address Line 1:</b>	420 Lexington Avenue		
<b>Address Line 2:</b>	Sute 2400		
<b>Address Line 4:</b>	New York, NEW YORK 10170		
<b>NAME OF SUBMITTER:</b>	Robert Boghosian		
<b>SIGNATURE:</b>	Robert Boghosian		

OP \$165.00.00 90501629

**DATE SIGNED:**

03/12/2024

**Total Attachments: 11**

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement, is entered into as of February 21, 2024 (this "IP Security Agreement") by and between **HAVENLY CZ, LLC**, a Delaware limited liability company, with a place of business at 400 South Record Street, Dallas, TX 75202 ("Grantor or "Borrower") 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, Lender and The Citizenry, Inc., a Delaware corporation ("Citizenry") and Lender are parties to a Credit Agreement dated as of August 5, 2020 (as amended, the "Original Credit Agreement") and other Loan Documents (as defined in the Original Credit Agreement) whereby Lender made loans to Citizenry in accordance with the terms thereof; and

WHEREAS, Citizenry, Havenly CZ Shiplap, Inc., a Delaware corporation, Borrower, Havenly, Inc., a Delaware corporation, and Nextworld Home LLC, a Delaware limited liability company are parties to a certain 'Agreement and Plan of Merger' dated as of February 21, 2024 (the "Agreement of Merger") whereby Citizenry was merged with and into Borrower with Borrower being the surviving company

WHEREAS, pursuant to the Agreement of Merger, (i) all of the stocks, bonds, cash, investments, real and personal (tangible or intangible) property rights, privileges, immunities, powers and all other assets whatsoever of Citizenry vested in Borrower without further act or deed, and (ii) thereafter, Borrower shall be liable for all debts, obligations, liabilities and penalties of Citizenry including the obligations and liabilities of Citizenry to Lender under the Original Credit Agreement and the other Loan Documents (defined in the Original Credit Agreement) as though each such debt, obligation, liability or penalty had been originally incurred by Borrower; and

WHEREAS, Lender and Borrower are parties to that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, amended and restated or otherwise modified from time to time, the "Amended and Restated Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Amended and Restated Credit Agreement); and

WHEREAS, under the terms of the (i) Original Credit Agreement and that certain 'Intellectual Property Security Agreement' between Lender and Citizenry dated as of August 5, 2020 (the "Original IP Security Agreement"), Citizenry granted Lender a security interest in, among other property, all of Citizenry's trademarks, tradenames, patents, copyrights and other intellectual property, and (ii) Credit Agreement, Borrower has granted Lender a security interest in, among other property, all of Borrower's trademarks, tradenames, patents, copyrights and other intellectual property; and

WHEREAS, the Amended and Restated Credit Agreement amends and restates the Original Credit Agreement in its entirety and this IP Security Agreement amends and restates the Original IP Security Agreement in its entirety; and

WHEREAS, this IP Security Agreement is executed for the purpose of pledging Borrower's intellectual property as security for the Borrower's Obligations owed Lender under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the Amended and Restated Credit Agreement and to agree, subject to the terms and conditions set forth therein, to continue 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 Amended and Restated 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 Grantor's intellectual property assets, wherever located and whether now owned or hereafter acquired, including without limitation, all trademarks, patents, copyrights, domain names, URLs and IP Addresses, including the trademarks, patents, 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 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. 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 Amended Credit Agreement and the Amended and Restated Credit Agreement, and Lender shall have all rights and remedies with respect to the IP Collateral as set forth in the Amended and Restated Credit Agreement.

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 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 Amended and Restated 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 Amended and Restated Credit Agreement, the definitions, terms or provisions of the Amended and Restated 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 Amended and Restated 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 Amended and Restated Credit Agreement with respect to the IP Collateral.

4. Amendment and Restatement. This IP Security Agreement amends and restates the Original IP Security Agreement in its entirety effective as of the date of this IP Security Agreement, and for the avoidance of doubt, (i) the Original IP Security Agreement and the transactions thereunder are continued as amended, modified and restated by this IP Security Agreement, and (ii) the security lien and interest of Lender in the IP Collateral relates back to, and continues to be effective as of, the date of the Original Credit Agreement and the date of Original IP Security Agreement. In the event of any inconsistency between the terms of this IP Security Agreement and the Original IP Security Agreement, the terms of this IP Security Agreement shall govern.

5. 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.

6. 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.

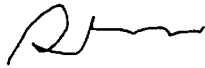
7. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed 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:**

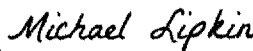
**HAVENLY CZ LLC,**  
a Delaware limited liability company

By:   
Name: Shalinee Lee Mayer  
Title: 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 1-4 attached hereto.

**EXHIBIT 1-1**

**TRADEMARKS**

<b>Mark</b>	<b>Owner of Mark</b>	<b>Registration no.</b>	<b>Registration Date</b>
THE CITIZENRY	Havenly CZ, LLC	6650440	February 22, 2022
THE CITIZENRY	Havenly CZ, LLC	4882307	January 5, 2016
THE CITIZENRY	Havenly CZ, LLC	4882306	January 5, 2016
THE CITIZENRY	Havenly CZ, LLC	4733090	May 5, 2015
THE CITIZENRY	Havenly CZ, LLC	4733089	May 5, 2015
THE CITIZENRY	Havenly CZ, LLC	4733088	May 5, 2015

Exhibit 1 - 1

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**TRADEMARK**

**REEL: 008366 FRAME: 0286**



**EXHIBIT 1-2**

**PATENTS**

None

Exhibit 1 - 2

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**TRADEMARK**

**REEL: 008366 FRAME: 0287**

**EXHIBIT 1-3**  
**COPYRIGHTS**

None

Exhibit 1 - 3

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**TRADEMARK**

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**EXHIBIT 1-4**

**DOMAIN NAMES, URLS and IP ADDRESSES**

<b>Domain Name</b>	<b>URL</b>	<b>IP Address</b>	<b>Login</b>	<b>Registrant</b>	<b>Registrar</b>	<b>User ID</b>	<b>Password</b>
www.the-citizenry.com	https://www.the-citizenry.com/	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender
www.czsecondhome.com	https://www.czsecondhome.com	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender
www.citizenrypodcast.com	https://www.citizenrypodcast.com	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender
www.jointhecitizenry.com	https://www.jointhecitizenry.com	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender	Provided separately to Lender

Exhibit 1 - 4

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**TRADEMARK**

**RECORDED: 03/12/2024**

**REEL: 008366 FRAME: 0289**