

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI155981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUNYA COMPANY		04/01/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	ASSEMBLED BRANDS CAPITAL FUNDING LLC		
Street Address:	15260 Ventura Boulevard		
Internal Address:	Suite 1135		
City:	Sherman Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91403		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5341475	MENEYA	
Registration Number:	5816776	SLEEP WITH ME	
Registration Number:	6533034	SLEEP WITH US	
Registration Number:	6367150	GET YOUR SLEEP TOGETHER	
Registration Number:	4569567	LUNYA	
Registration Number:	6470498	GOOD IN BED	
Registration Number:	5564966	PERFORMS IN THE BEDROOM	
Registration Number:	6038914	LAHGO	
Registration Number:	5206608		
Registration Number:	6471071	LUNYA	
Registration Number:	3944059	GOOD IN BED	
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>			
Phone:	(212)381-8726		
Email:	rboghosian@ctswlaw.com		
Correspondent Name:	Robert Boghosian		
Address Line 1:	420 Lexington Avenue		

OP \$290.00.00 86935117

Address Line 2: Suite 2400
Address Line 4: New York, NEW YORK 10170

NAME OF SUBMITTER: Robert Boghosian

SIGNATURE: Robert Boghosian

DATE SIGNED: 04/10/2024

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into as of April 1, 2024 (this “IP Security Agreement”) by and between **LUNYA COMPANY**, a Delaware corporation, with a place of business at 1032 Broadway, Santa Monica, CA 90401 (“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, including all of Grantor’s trademarks, tradenames, trade styles, patents, 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 Grantor’s intellectual property assets, wherever located and whether now owned or hereafter acquired, meaning 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 all of the foregoing, 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 applications shall then become part of, and will then no longer be excluded from,

the IP Collateral. For the avoidance of doubt, Grantor acknowledges that (i) except for the ten (10) marks with the description ‘Application Pending, Based on Use-in-Commerce’ or ‘Application Pending, Based on Intent-to-Use’ in the column entitled ‘Intent to Use’ listed in **Exhibit 1-1** to this IP Security Agreement (the “Intent to Use Marks”), the remaining marks are not United States intent-to-use trademark applications and Lender shall have a security interest in and lien on such marks listed in **Exhibit 1-1** to this IP Security Agreement, and (ii) 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) with respect to each of the Intent to Use Marks, Lender shall have a security interest and lien on each such Intent to Use Marks and each such Intent to Use Marks shall become part of the IP Collateral. 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 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 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:

LUNYA COMPANY,
a Delaware corporation

By: Blair Lawson
Name: Blair Lawson
Title: Chief Executive Officer

Agreed and accepted:

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC,
a Delaware limited liability company

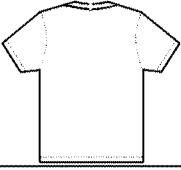
By: Michael Lipkin
Name: Michael Lipkin
Title: Chief Executive Officer

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**

Mark	Owner of Mark	Registration no.	Registration Date
MENEYA	Lunya Company	5341475	November 21, 2017
SLEEP WITH ME	Lunya Company	5816776	July 30, 2019
SLEEP WITH US	Lunya Company	6533034	October 26, 2021
GET YOUR SLEEP TOGETHER	Lunya Company	6367150	June 1, 2021
LUNYA	Lunya Company	4569567	July 15, 2014
GOOD IN BED	Lunya Company	6470498	August 31, 2020
PERFORMS IN THE BEDROOM	Lunya Company	5564966	September 18, 2018
LAHGO	Lunya Company	6038914	April 21, 2020
	Lunya Company	5206608	May 16, 2017
LUNYA	Lunya Company	6471071	August 31, 2021
GOOD IN BED	Lunya Company	3944059	April 2, 2011

Mark	Owner of Mark	Serial no.	Filing Date	Intent-to-Use
OTIUM	Lunya Company	90342834	November 25, 2020	Application Pending, Based on Use-in-Commerce-
OTIUM	Lunya Company	90485923	January 25, 2021	Application Pending, Based on Use-in-Commerce-
SILKSWEATS	Lunya Company	97275362	February 19, 2022	Application Pending, Based on Intent-to-Use
ELEVATE REST	Lunya Company	97254277	February 4, 2022	Application Pending, Based on Intent-to-Use
NIGHTSTAND	Lunya Company	97124063	November 14, 2021	Application Pending, Based on Intent-to-Use
SILKSWEATS	Lunya Company	97275152	February 18, 2022	Application Pending, Based on Intent-to-Use
SILKSWEATS	Lunya Company	97275369	February 19, 2022	Application Pending, Based on Intent-to-Use
NIGHTSTAND	Lunya Company	97124072	November 14, 2021	Application Pending, Based on Intent-to-Use
INACTIVEWEAR	Lunya Company	88817204	March 2, 2020	Application Pending, Based on Intent-to-Use
COTTONSILK	Lunya Company	97380613	April 25, 2022	Application Pending, Based on Intent-to-Use

ELEVATE REST	Lunya Company	97254547	February 5, 2022	
OTIUM	Lunya Company	90641224	April 13, 2021	
NIGHTSTAND	Lunya Company	97124081	November 22, 2022	
RESTWEAR	Lunya Company	97378650	April 24, 2022	
ELEVATE REST	Lunya Company	97254571	February 5, 2022	
RESTWEAR	Lunya Company	97378672	April 24, 2022	
+ONE	Lunya Company	87773905	January 29, 2018	
LAHGO	Lunya Company	88341417	March 15, 2019	
ELEVATE REST	Lunya Company	97254561	February 5, 2022	
RESTWEAR	Lunya Company	97378630	April 24, 2022	
COOLDOWN PIMA	Lunya Company	97381354	April 26, 2022	
COOLDOWN PIMA	Lunya Company	97381382	April 26, 2022	
NIKSEN	Lunya Company	90571074	March 10, 2021	
RESTWEAR	Lunya Company	97378679	April 24, 2022	

Mark	Country	Serial No.	Registration No.	Goods and Services
GOOD IN BED	CA	1873444	TMA1072449	Class 25; Lingerie; negligees; nightgowns; pajamas; sleepwear
GOOD IN BED	EU	N/A	1389679	Class 25 - Clothing, i.e., pajamas, pajamas, pajamas, and lingerie
LUNYA	AU		2162424	Dresses; loungewear; nightwear; pants; shorts; sleepwear; tops.
LUNYA	CA	2091087	1580581	Class 25; Dresses; loungewear; nightwear; pants; shorts; sleepwear; tops
LUNYA	WO		1580581	Dresses; loungewear; nightwear; pants; shorts; sleepwear; tops.

OTIUM	AU		2154012	Dresses; Loungewear; Nightwear; Pants (clothing); Shorts; Sleepwear; Chemise tops; Halter tops; Polo tops; Rugby tops; Sleeveless tops; Tank tops; Track tops; Vest tops; Online retail services; Retail clothing shop services; Retail services
OTIUM	CA	2079894		Dresses; loungewear; nightwear; pants; shorts; sleepwear; tops as clothing; retail clothing store services
OTIUM	EU	1165817	18384088	Retail store services related to clothing.
OTIUM	UK		UK00003589165	Retail store services in the field of clothing; Online retail store services in relation to clothing; Retail services in relation to clothing.
Design Mark; consists of a beige band or stripe applied to the hem of a garment.	CA	2094550		Bottoms; Bralettes; Dresses; Leggings; Long-sleeved shirts; Loungewear; Nighties; Nightwear; Pants; Robes; Rompers; Shirts; Shorts; Sleep pants; Sleep shirts; Sleeping garments; Sleepwear; T-shirts; Tank-tops; Tee- shirts; Tops; Panties, shorts and briefs; Short- sleeved or long- sleeved t-shirts; T- shirts.

EXHIBIT 1-2

PATENTS

Application No.	Publication No.	Publication Date	Filing Date	Application Name
62/748,267	N/A	N/A	October 19, 2018	Garments and Accessories and Their Fabric and Design
16,658,086 Pat. No. 11896071	US-2020/0178628 A1	June 11, 2020	October 19, 2019	Garment Fastening Systems, Devices and Methods
17/511,533	US-2023/0131013 A1	April 27, 2023	October 26, 2021	Weighted, Cooling Sleep Mask
18/234,817	US-2024/0023638 A1	January 25, 2024	August 16, 2023	Waistband With Patterned Gripping Members
29/837,023	N/A	N/A	April 30, 2022	Sleepwear Set

EXHIBIT 1-3

REGISTERED COPYRIGHTS

None

Exhibit 1 -3

{00522535.DOCX; 4}

TRADEMARK

[**REEL: 008394 FRAME: 0273** 54aecc7cb

EXHIBIT 1-4

DOMAIN NAMES, URLS and IP ADDRESSES

Domain Name and Social Media Handle	URL	IP Address	Registrant	Registrar	User ID / Login	Password
<u>Lahgo.co</u>	https://lahgo.co	15.197.142.173	Lunya Company	GoDaddy	Provided separately to Lender	Provided separately to Lender
<u>Lunya.co</u>	https://lunya.co/	23.227.38.32	Ashley Merrill	GoDaddy	Provided separately to Lender	Provided separately to Lender
<u>Lunya.org</u>	https://lunya.org	parked	Lunya Company	GoDaddy	Provided separately to Lender	Provided separately to Lender
<u>Lunya.us</u>	https://lunya.us	parked	Lunya Company	GoDaddy	Provided separately to Lender	Provided separately to Lender
<u>Nightsstand.co</u>	https://nightsstand.co	parked	Lunya Company	GoDaddy	Provided separately to Lender	Provided separately to Lender
<u>shoplunya.com</u>	https://shoplunya.com	parked	Ashley Merrill	GoDaddy	Provided separately to Lender	Provided separately to Lender
Instagram handle - @lunya	https://www.instagram.com/lunya/?hl=en				Provided separately to Lender	Provided separately to Lender
Instagram handle - @lahgo	https://www.instagram.com/lahgo/?hl=en				Provided separately to Lender	Provided separately to Lender
Facebook handle - Lunya	https://www.facebook.com/lunya.co/				Provided separately to Lender	Provided separately to Lender
Facebook handle - Lahgo	https://www.facebook.com/people/Lahgo/100063832756666/?locale=en_GB				Provided separately to Lender	Provided separately to Lender

Twitter handle - @lunya_co	https://twitter.com/lunya_co?lang=en				Provided separately to Lender	Provided separately to Lender
Twitter handle - @lahgo_co	https://twitter.com/lahgo_co?lang=en				Provided separately to Lender	Provided separately to Lender
Pinterest handle - @lunyaco	https://www.pinterest.com/lunyaco/				Provided separately to Lender	Provided separately to Lender
LinkedIn - Lunya	https://www.linkedin.com/company/lunya-company				Provided separately to Lender	Provided separately to Lender