

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM1237054

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ECLIPSE BUSINESS CAPITAL LLC	FORMERLY ENCINA BUSINESS CREDIT, LLC	05/16/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	LAUREL BAY LLC		
<b>Street Address:</b>	9701 COLLINS avenue, #1903s		
<b>City:</b>	BAL HARBOUR		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33154		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5496732	WILD BIRDS OF JOY	
<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>	(800)221-0102		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Khadijah Sampson		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2372457ks		
<b>NAME OF SUBMITTER:</b>	Andrew Hackett		
<b>SIGNATURE:</b>	Andrew Hackett		
<b>DATE SIGNED:</b>	05/16/2024		
<b>Total Attachments: 5</b>			
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ASSIGNMENT OF NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of May 16, 2024, is by ECLIPSE BUSINESS CAPITAL LLC (f/k/a Encina Business Credit, LLC), acting in its capacity as the current and resigning agent (the "Resigning Agent") and LAUREL BAY LLC, acting in its capacity as the successor agent (in such capacity, the "Successor Agent") for the Lenders (as defined below).

**WITNESSETH:**

WHEREAS, Metro Decor LLC, an Ohio limited liability company (the "Grantor") and the Resigning Agent are parties to that certain Notice of Grant of Security Interest in Trademarks, dated as of June 10, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which the Grantor granted to the Resigning Agent a security interest in all of the Grantor's Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademarks set forth on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 10, 2021 at Reel 7323, Frame 0090; and

WHEREAS, pursuant to that certain Resignation of Agent and Appointment of Successor Agent dated as of the date hereof, by and among the Resigning Agent, the Successor Agent, and the other parties thereto, the Resigning Agent has assigned (except as expressly provided therein, without representation or warranty) to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Trademark Security Agreement, in each instance, in its capacity as administrative agent.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Agent and the Successor Agent agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Trademark Security Agreement.

2. Assignment by Resigning Agent. Effective as of the date hereof, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Agent hereby sells, assigns, transfers and conveys to the Successor Agent all of its right, title and interest in, to and under the Trademark Security Agreement, including, without limitation, a continuing security interest in, to, and under the Trademarks.

3. Assumption by Successor Agent. Effective as of the date hereof, Successor Agent hereby assumes and agrees to be bound by, and undertakes to perform and discharge, all of the obligations and liabilities of the Resigning Agent as set forth in the Trademark Security Agreement.

4. Authorization. Effective as of the date hereof, and solely with respect to such instances where the Resigning Agent's authorization therefor is required, Resigning Agent

hereby authorizes Successor Agent to file, register and/or record this Agreement with the United States Patent and Trademark Office and any other similar office for which filing, registration or recordation is reasonably necessary to effect and/or evidence the assignment of the described herein from the Resigning Agent to the Successor Agent. The Resigning Agent shall use commercially reasonable efforts to execute and deliver, from time to time, upon the reasonable written request of the Successor Agent, and at the sole expense of the Grantor, any and all such further instruments and documents and take such further reasonable action as the Successor Agent may reasonably deem necessary to obtain the full benefits of the assignment described herein.

5. Loan Agreement. This Agreement has been executed and delivered by the parties hereto for the purpose of registering the security interest of the Successor Agent (as successor-in-interest to the Resigning Agent and for the benefit of the Lenders) in the Trademarks with the United States Patent and Trademark Office. The security interest granted by the Grantor pursuant to the Trademark Security Agreement was granted as a supplement to, and not in limitation of, the security interest granted to the Successor Agent (as successor-in-interest to the Resigning Agent and for the benefit of the Lenders) for its benefit under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement). The Loan Agreement and the other Loan Documents (and all rights and remedies of the Successor Agent thereunder) shall remain in full force and effect in accordance with their terms.

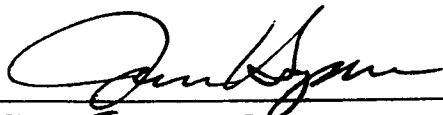
7. Collateral Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall constitute together but one and the same agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

ECLIPSE BUSINESS CAPITAL LLC (f/k/a Encina Business Credit, LLC), as Resigning Agent

By:   
Name: James Gurgine  
Title: Authorized Signatory

[Signatures Continued Next Page]

[Signature Page to Assignment of Trademark Security Agreement]

LAUREL BAY LLC, as Successor Agent

DocuSigned by:  
By: Robert A. Immerman  
Name: Robert A. Immerman  
Title: Sole Member

Schedule A to Assignment of Notice of Security Interest in Trademarks

**Trademarks Owned by Metro Decor LLC**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Wild Birds of Joy	5,496,732	June 19, 2018

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