# OP \$65.00.00 98139866

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI234712

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TASTEMADE, INC.		06/02/2023	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Company Name:	EAST WEST BANK	
Street Address:	9378 Wilshire Blvd.	
Internal Address:	Suite 100	
City:	Beverly Hills	
State/Country:	CALIFORNIA	
Postal Code:	90212	
Entity Type:	Corporation: ARIZONA	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	98139866	ALL UP IN MY GRILL
Serial Number:	98178657	TINY KITCHEN

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 8004945225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2371896 TM
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	05/17/2024

# **Total Attachments: 7**

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Closing Date by and between EAST WEST BANK ("Bank") and TASTEMADE, INC. ("Grantor").

#### **RECITALS**

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Closing Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the term "Intellectual Property" shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use or amendment to allege use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank, as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, of any or all other rights, powers or remedies.

Grantor hereby authorizes Bank to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Bank's name or in the name of Bank as Bank and attorney-in-fact for Grantor.

Sections 11 (Choice of Law and Venue; Jury Trial Waiver; Judicial Reference) of the Loan Agreement is incorporated herein by this reference as though set forth in full.

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DMS 26424736.2

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:** 

TASTEMADE INC

Signature:

— /B//102B6C6E43/...

Print Name: Tal Itzkovich

Title: Chief Financial Officer

Address:

Attention: Tal Itzkovich, CFO 3019 Olympic Blvd., Stage C Santa Monica, CA 90404 Email: tal@tastemade.com

BANK:

EAST WEST BANK

Signature:\_\_\_

Print Name: Maytal Shainberg

Title: Managing Director

Address:

Attention: Maytal Shainberg, Managing Director

9378 Wilshire Blvd., Suite 100 Beverly Hills, CA 90212

Email: Maytal.Shainberg@eastwestbank.com

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:** 

TASTEMADE, INC.

Signature:\_\_

Print Name: Tal Itzkovich

Title: Chief Financial Officer

Address:

Attention: Tal Itzkovich, CFO 3019 Olympic Blvd., Stage C Santa Monica, CA 90404 Email: tal@tastemade.com

BANK:

EAST WEST BANK Docusioned by:

Signature: Maytal Shainber

Print Name: Maytal Shainberg

Title: Managing Director

Address:

Attention: Maytal Shainberg, Managing Director

9378 Wilshire Blvd., Suite 100 Beverly Hills, CA 90212

Email: Maytal.Shainberg@eastwestbank.com

[Signature Page to Intellectual Property Security Agreement]

# EXHIBIT A

Copyrights

# EXHIBIT B

Patents

<u>Description</u> <u>Patent/App. No.</u> <u>File Date</u>

None.

## EXHIBIT C

### Trademarks

 Description
 Serial/Registration No.
 File Date

 ALL UP IN MY GRILL
 98139866
 2023-08-18

 TINY KITCHEN
 98178657
 2023-09-13

DMS 26276190.3

**RECORDED: 05/17/2024**