

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556756

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Web Deals Direct LLC		12/20/2019	Limited Liability Company: NORTH CAROLINA
Maryland Web Builders LLC		12/20/2019	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	East West Bank
Street Address:	5001 Spring Valley Road, Suite 825W
City:	Dallas
State/Country:	TEXAS
Postal Code:	75244
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5513848	BEAUTYWORKS
Registration Number:	5411553	BELLANAILS
Registration Number:	5572158	DYNAMIC GEAR
Registration Number:	5625984	FLEXI HOSE
Registration Number:	5513792	GRILLMAN
Registration Number:	5273128	HOME ORGANICS
Registration Number:	5687626	OFFICELINE
Registration Number:	5573940	PAINT MARK
Registration Number:	5905094	PET UNION
Registration Number:	5305740	POWER PINS
Registration Number:	5441400	PRODIVE
Registration Number:	5580827	PROSTEAM
Registration Number:	5815122	SIGNATURE GARDEN
Registration Number:	5822772	SIGNATURE GARDEN
Registration Number:	5783381	SIGNATURE GARDEN
Serial Number:	88639018	SIGNATURE LIVING
Registration Number:	5281370	SPACE MAX

OP \$515.00 5513848

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5331684	SPACESAVER
Registration Number:	5815255	VIRTUOUS ARTS
Registration Number:	5441401	ZAP IT!

CORRESPONDENCE DATA

Fax Number: 2142000853

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: 2109787487

Email: venisa.dark@haynesboone.com

Correspondent Name: Venisa Dark, Haynes and Boone LLP

Address Line 1: 2323 Victory Avenue, Suite 700

Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER: 54237.44

NAME OF SUBMITTER: Venisa Dark

SIGNATURE: /Venisa Dark/

DATE SIGNED: 01/09/2020

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of December 20, 2019, is made by and among **WEB DEALS DIRECT LLC**, a North Carolina limited liability company (“*Web Deals*”), and **MARYLAND WEB BUILDERS LLC**, a Maryland limited liability company (“*Web Builders*” and together with Web Deals, collectively, “*Grantor*”), and **EAST WEST BANK**, a California state bank, on behalf of itself and its Affiliates (“*Secured Party*”).

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among Web Deals, as borrower, and Secured Party, as lender (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), Secured Party has agreed to extend certain loans to or for the direct or indirect benefit of Web Deals; and

WHEREAS, Grantor is party to that certain Security Agreement of even date herewith, among Secured Party and Grantor (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor hereby unconditionally grants, collaterally assigns, and pledges to Secured Party, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

- (a) all of Grantor’s Trademarks (other than any Trademarks constituting Excluded Property), Trademark applications, and Trademark Licenses to which it is a party, including those referred to in *Schedule I* hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and
- (c) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation,

condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (B) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security for Secured Obligations. This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any other grantor under the Security Agreement, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. Governing Law; Venue; Service of Process. THIS AGREEMENT AND ANY CONTROVERSY, DISPUTE, CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, ANY BREACH THEREOF, THE TRANSACTIONS CONTEMPLATED THEREBY, OR ANY OTHER DISPUTE BETWEEN OR AMONG LENDER AND ANY OF THE OBLIGATED PARTIES (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA; *PROVIDED THAT* LENDER SHALL RETAIN ALL RIGHTS UNDER FEDERAL LAW. THE PARTIES HEREBY AGREE THAT ANY LAWSUIT, ACTION, OR PROCEEDING THAT IS BROUGHT (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS, THE TRANSACTIONS CONTEMPLATED THEREBY, OR THE ACTIONS OF THE LENDER IN THE NEGOTIATION, ADMINISTRATION OR ENFORCEMENT OF ANY OF THE LOAN DOCUMENTS SHALL BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN LOS ANGELES COUNTY, CALIFORNIA. GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, (B) WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH LAWSUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT, AND (C) FURTHER WAIVES ANY CLAIM THAT IT MAY NOW OR HEREAFTER HAVE THAT ANY SUCH COURT IS AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO AGREE THAT SERVICE OF PROCESS UPON IT MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED AT THE ADDRESS FOR NOTICES REFERENCED IN *SECTION 11.11* OF THE CREDIT AGREEMENT.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

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Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

GRANTOR:

WEB DEALS DIRECT LLC

By: 
Name: Adam Feinberg
Title: Chief Executive Officer

MARYLAND WEB BUILDERS LLC

By: 
Name: Adam Feinberg
Title: Chief Executive Officer

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

1. Trademarks

Registered Trademarks			
Trademark	Country	Registration/Serial No.	Owner
Abflex	UK	UK00003306828	Web Deals Direct LLC*
Abflex	EU	017917494	Web Deals Direct LLC*
Beautyworks	USA	5513848	Web Deals Direct LLC
Beautyworks	IT	302019000002755	Web Deals Direct LLC
Beautyworks	UK	UK00003364042	Web Deals Direct LLC
Beautyworks	DE	302019200112.9/20	Web Deals Direct LLC
Beautyworks	FR	4511365	Web Deals Direct LLC
Beautyworks	EU	18005037	Web Deals Direct LLC
Bellanails	USA	5411553	Web Deals Direct LLC
Bellanails	UK	UK00003364036	Web Deals Direct LLC
Dynamic Gear	USA	5572158	Web Deals Direct LLC
Flexi Hose	USA	5625984	Web Deals Direct LLC
Flexi Hose	FR	4542973	Web Deals Direct LLC
Flexi Hose	IT	302019000026946	Web Deals Direct LLC
Grillman	USA	5513792	Web Deals Direct LLC
Grillman	UK	UK00003364043	Web Deals Direct LLC
Grillman	FR	4511339	Web Deals Direct LLC
Grillman	ES	M3750004	Web Deals Direct LLC
Grillman	IT	302019000002770	Web Deals Direct LLC
Grillman	EU	18005056	Web Deals Direct LLC
Home Organics	USA	5273128	Web Deals Direct LLC
Home Organics	UK	UK00003364045	Web Deals Direct LLC
Home Organics	FR	4511373	Web Deals Direct LLC
Home Organics	ES	M3749996	Web Deals Direct LLC
Home Organics	IT	302019000002659	Web Deals Direct LLC
Home Organics	EU	18005029	Web Deals Direct LLC
Officeline	USA	5687626	Web Deals Direct LLC
Paint Mark	USA	5573940	Web Deals Direct LLC
Pet Union	USA	5905094	Web Deals Direct LLC
Power Pins	USA	5305740	Web Deals Direct LLC

Prodiver	USA	5441400	Web Deals Direct LLC
Prodiver	UK	UK00003364038	Web Deals Direct LLC
Prodiver	ES	M3749991	Web Deals Direct LLC
Prodiver	IT	302019000002767	Web Deals Direct LLC
Prodiver	EU	18005049	Web Deals Direct LLC
ProSteam	USA	5580827	Web Deals Direct LLC
Schon	USA	5847746	Web Deals Direct LLC*
Schon	UK	UK00003306839	Web Deals Direct LLC*
Schon	PCT	1437890	Web Deals Direct LLC*
Signature Garden	USA	5815122	Web Deals Direct LLC
Signature Garden	USA	5822772	Web Deals Direct LLC
Signature Garden	USA	5783381	Web Deals Direct LLC
Signature Living	USA	88639018	Web Deals Direct LLC**
Space Max	USA	5281370	Web Deals Direct LLC
Space Max	DE	302019000112.1/22	Web Deals Direct LLC
Space Max	FR	4511367	Web Deals Direct LLC
Space Max	ES	M3749993	Web Deals Direct LLC
Space Max	IT	302019000002743	Web Deals Direct LLC
Space Max	EU	18005033	Web Deals Direct LLC
Spacesaver	USA	5331684	Web Deals Direct LLC
Spacesaver	DE	30 2018 020 344.9/22	Web Deals Direct LLC
Spacesaver	UK	UK00003333469	Web Deals Direct LLC
Spacesaver	ES	3732479	Web Deals Direct LLC
Spacesaver	IT	302018000027924	Web Deals Direct LLC
Spacesaver	IN	3928798	Web Deals Direct LLC
Upper Order	USA	5493949	Web Deals Direct LLC***
Virtuous Arts	USA	5815255	Web Deals Direct LLC
Vorfreude	USA	5673194	Web Deals Direct LLC***
Vorfreude	UK	UK00003302373	Web Deals Direct LLC***
Zap It!	USA	5441401	Web Deals Direct LLC
Zap It!	UK	UK00003364041	Web Deals Direct LLC
Zap It!	ES	M3750069	Web Deals Direct LLC
Zap It!	IT	302019000002758	Web Deals Direct LLC
Zap It!	EU	18004465	Web Deals Direct LLC
Pending Trademark Applications			

Country	Trademark	Serial No.	Filing Date	
N/A				
Trademark Applications in Preparation				
Country	Trademark	Docket No.	Expected Filing Date	Products/Services
N/A				

*This Trademark will be acquired by Borrower in connection with the EZ Acquisition.

**The Borrower intends to transfer this Trademark to Signature Living LLC.

***This Trademark will be acquired by Borrower in connection with the repurchase of 100% of the outstanding Class L Membership interests issued by Borrower.

2. Trademark Licenses

Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date
N/A					