

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAME PRODUCTS INC.		12/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ASSEMBLED BRANDS CAPITAL FUNDING LLC		
Street Address:	9 E 19TH STREET		
Internal Address:	THIRD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6034611	POM	
Registration Number:	5863062	KIP	
Registration Number:	5480598	FIN	
Registration Number:	4868438	EVA	
Registration Number:	5023420	DAME PRODUCTS	
Serial Number:	88494341	DAME	
Serial Number:	90238647		
Serial Number:	90238527	PILLO	
Serial Number:	90238452	ZEE	
Serial Number:	90238430	ARC	
Serial Number:	90238420	ALU	
CORRESPONDENCE DATA			
Fax Number:	2125865095		
<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:	2123818749		
Email:	dfriedman@ctswlaw.com		
Correspondent Name:	Daniel J. Friedman		
Address Line 1:	420 LEXINGTON AVENUE, SUITE 2400		
TRADEMARK			

OP \$290.00 6034611

Address Line 4: NEW YORK, NEW YORK 10170

NAME OF SUBMITTER: Daniel J. Friedman

SIGNATURE: /Daniel J. Friedman/

DATE SIGNED: 02/08/2021

Total Attachments: 7

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement, is entered into as of December 22, 2020 (the “Agreement”) by and between **DAME PRODUCTS INC.**, a Delaware corporation, with a place of business at 101 10th Street, Suite 308, Brooklyn, NY 11249 (“Borrower”) and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 9 E 19th Street, Third Floor, New York, NY 10003 (“Lender”).

RECITALS

WHEREAS, Lender and Mating Components, LLC, a New York limited liability company (“MC New York”) are parties to a certain Credit Agreement dated as of July 31, 2020 (the “Original Credit Agreement”) whereby Lender extended loans to MC New York in accordance with the terms thereof; and

WHEREAS, MC New York and Borrower are parties to a certain ‘Agreement and Plan of Merger of Mating Components, LLC and Dame Products Inc.’ dated as of December 21, 2020 (the “Agreement of Merger”) whereby MC New York was merged with and into Borrower with Borrower being the surviving company; and

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 MC New York vested in Borrower without further act or deed, and (ii) thereafter, Borrower shall be liable for all debts, obligations, liabilities and penalties of MC New York including the obligations and liabilities of MC New York 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 “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, the Credit Agreement amends and restates the Original Credit Agreement in its entirety; and

WHEREAS, under the terms of the (i) Original Credit Agreement and that certain ‘Intellectual Property Security Agreement’ between Lender and MC New York dated as of July 31, 2020 (the “Original IP Security Agreement”), MC New York granted Lender a security interest in, among other property, all of MC New York’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, this 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.

1. Grant of Security Interest. Borrower hereby grants to Lender a security interest in and lien on all of the intellectual property assets owned by Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1** attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source codes associated with such intellectual property, all goodwill of the business of Borrower 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, wherever located and whether now owned or hereafter acquired (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, Borrower acknowledges that the items listed in **Exhibit 1** to this Agreement are not United States intent-to-use trademark applications and Lender shall have a lien on the items listed in **Exhibit 1** to this Agreement.

2. Recordation. Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Loan Documents. This 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 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 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 Agreement shall be deemed to limit such rights and remedies.

4. Amendment and Restatement. This Agreement amends and restates the Original IP Security Agreement in its entirety effective as of the date of this 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 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 Agreement and the Original IP Security Agreement, the terms of this Agreement shall govern.

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

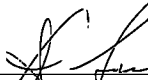
7. Governing Law. Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws 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 Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORROWER:

DAME PRODUCTS INC.
a Delaware corporation

By: 
Name: Alexandra Fine
Title: President and Chief Executive Officer

Agreed and accepted:

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC,
a Delaware limited liability company

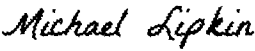
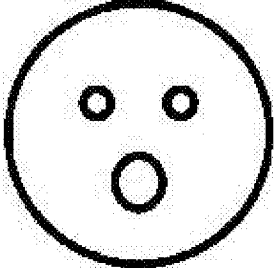
By: 
Name: Michael Lipkin
Title: Chief Operating Officer

EXHIBIT 1

List of Patents, Trademarks, and Copyrights

TRADEMARKS

Mark	Owner of Mark	Registration No.	Registration Date
POM	Dame Products Inc.	6034611	April 14, 2020
KIP	Dame Products Inc.	5863062	September 17, 2019
FIN	Dame Products Inc.	5480598	May 29, 2018
EVA	Dame Products Inc.	4868438	December 8, 2015
DAME PRODUCTS	Dame Products Inc.	5023420	August 16, 2016

Mark	Owner of Mark	Serial No.	Filing Date
DAME	Dame Products Inc.	88494341	June 28, 2019
		90238647	October 6, 2020
Pillo	Dame Products Inc.	90238527	October 6, 2020
Zee	Dame Products Inc.	90238452	October 6, 2020
Arc	Dame Products Inc.	90238430	October 6, 2020
Alu	Dame Products Inc.	90238420	October 6, 2020

PATENTS

Title	Applicant	Country	Filing Date	Patent No./App. No.
Vibrating electromechanical device for female stimulation	Danne Products Inc.	U.S.	May 12, 2015	10,076,463
Vibrating electromechanical device for female stimulation	Danne Products Inc.	U.S.	September 20, 2016	D788,935
Finger vibrator	Danne Products Inc.	U.S.	November 2, 2016	10,166,167
Finger vibrator	Danne Products Inc.	U.S.	November 18, 2016	D828,572
Vibrating electromechanical device	Danne Products Inc.	U.S.	November 26, 2018	D868,988
Case for a vibrating electromechanical device for female stimulation	Danne Products Inc.	U.S.	October 3, 2017	D876,818
Vibrating electromechanical device	Danne Products Inc.	U.S.	October 5, 2018	D867,609
Hand held Vibrating Electromechanical Stimulation Device	Danne Products Inc.	U.S.	January 17, 2020	App. 29/721,192

COPYRIGHTS

None

Exhibit 1 - 3

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