

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4813278

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
THE LOVESAC COMPANY		02/02/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION	
<b>Street Address:</b>	ONE BOSTON PLACE, 18 FLOOR	
<b>City:</b>	BOSTON	
<b>State/Country:</b>	MASSACHUSETTS	
<b>Postal Code:</b>	02108	
<b>PROPERTY NUMBERS Total: 26</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	6952906	
Patent Number:	7213885	
Patent Number:	7547073	
Patent Number:	7963612	
Patent Number:	8783778	
Patent Number:	9277826	
Patent Number:	7419220	
Patent Number:	9277813	
Patent Number:	9603448	
Application Number:	15058656	
Application Number:	14993533	
Application Number:	14936972	
Application Number:	15270339	
Application Number:	15348068	
Application Number:	15342800	
Application Number:	62354426	
Application Number:	15276524	
Application Number:	62417091	
Application Number:	15826090	
Application Number:	15836020	

PATENT

Property Type	Number
Application Number:	15786922
Application Number:	15667967
PCT Number:	US2016061508
PCT Number:	US2016061491
PCT Number:	US2016061085
PCT Number:	US1655339

#### CORRESPONDENCE DATA

**Fax Number:** (800)494-7512

***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.***

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**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** DARLENA BARI STARK

**Address Line 1:** 1025 VERMONT AVE NW, SUITE 1130

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** WASHINGTON, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F175347 PAT IPSA

**NAME OF SUBMITTER:** JOANNE BL ARNOLD

**SIGNATURE:** /Joanne BL Arnold/

**DATE SIGNED:** 02/07/2018

#### Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 2nd day of February, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO NATIONAL BANK, NATIONAL ASSOCIATION ("Wells Fargo"), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of February 2, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among The Lovesac Company, a Delaware corporation (the "Lead Borrower", and, together with the other entities that may from time to time become a party thereto as a borrower, each individually a "Borrower" and collectively, "Borrowers"), certain affiliates of Borrowers, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, the Security Agreement, dated as of February 2, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Credit Parties, this Patent Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of interpretation set forth in Section 1.2 of the Security Agreement, which rules of interpretation are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each Credit Party, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and

interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Patent License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security 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 Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Credit Party or any of them, whether or not they are unenforceable or not allowable due to the existence of any proceeding under any Debtor Relief Law involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent 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 Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security 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

Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

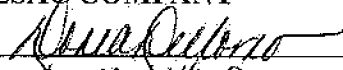
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 10.9 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

**THE LOVESAC COMPANY**

By:   
Name: Donna Dellino  
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY  
AGENT:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Patent Security Agreement (Lovesac)]

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

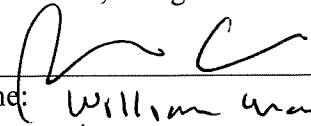
GRANTOR:

**THE LOVESAC COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY  
AGENT:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent**

By:  \_\_\_\_\_  
Name: William Wan  
Title: Director

[Signature Page to Patent Security Agreement (Lovesac)]

**PATENT**  
**REEL: 044851 FRAME: 0950**

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT  
Patents and Patent Applications

Attorney Docket No.	Title	Official No.	Country	Case Status	Filing Date	Reg. Date
15605.1.1	Packaged furniture assembly and method thereof for compressible furniture	6952606	United States of America	Patented	15-Sep-2003	11-Oct-2005
15605.24	Modular furniture assembly	7213885	United States of America	Patented	10-Jun-2005	08-May-2007
15605.24A.1	Modular furniture assembly	1893053	European Patent Office	Granted	08-May-2006	2014-Sep-24
15605.24a.1.1	Modular furniture assembly	1893053	EPO – France	Patented	08-May-2006	09-Sep-2014
15605.24a.1.2	Modular furniture assembly	8020066043145.7	EPO – Germany	Patented	08-May-2006	09-Sep-2014
15605.24a.1.3	Modular furniture assembly	1893053	EPO – U.K.	Patented	08-May-2006	09-Sep-2014
15605.24a.1.4	Modular furniture assembly	1893053	EPO – Netherlands	Patented	08-May-2006	09-Sep-2014
15605.24A.2	Modular furniture assembly	2006258246	Australia	Patented	08-May-2006	11-Nov-2011
15605.24A.3	Modular furniture assembly	2606450	Canada	Patented	08-May-2006	22-Feb-2011
15605.24A.3.1	Modular Furniture Assembly	2725118	Canada	Patented	08-May-2006	25-Dec-2013
15605.24A.4	Modular furniture assembly	ZL200680026709.1	China	Patented	08-May-2006	02-Feb-2011
15605.24a.4.1	Modular furniture assembly	1120378	Hong Kong	Patented	08-May-2006	08-May-2011
15605.24A.4.2	Modular Furniture Assembly	ZL201010503426.8	China	Patented	08-May-2006	05-Nov-2014
15605.24A.4.2.1	Modular Furniture Assembly	1159447	Hong Kong	Patented	05-Jan-2012	06-Jun-2015
15605.24A.5	Modular furniture assembly	187672	Israel	Patented	08-May-2006	26-May-2011
15605.24A.6	Modular furniture assembly	4987802	Japan	Patented	08-May-2006	6-Jan-2012
15605.24A.7	Modular furniture assembly	137934	Singapore	Patented	08-May-2006	30-Apr-2008
15605.24.2	Modular furniture assembly	7547073	United States of America	Patented	08-Jun-2006	16-Jun-2009
15605.24.2.1	Modular Furniture Assembly	7963612	United States of America	Patented	15-Jun-2006	21-Jun-2011
15605.24.2.1.1	Modular Furniture Assembly	8783778	United States of America	Patented	20-Jun-2011	2014-07-22
15605.24.2.1.1.1	Modular Furniture Assembly	6277826	United States of America	Patented	16-Jul-2014	06-Mar-2016
15605.24.2.1.1.1.1	Modular Furniture Assembly with Dual Coupling Mechanisms	15056056	United States of America	Pending	02-Mar-2016	



Attorney Docket No.	Title	Official No.	Country	Case Status	Filing Date	Reg. Date
15605.24.2A.1	Modular furniture assembly	10-1073748	Republic of Korea	Patented	09-Jun-2008	9-Jun-2011
15605.24.2A.2	Modular furniture assembly	2008257890	Australia	Patented	09-Jun-2008	9-Jun-2011
15605.24.2A.3	Modular furniture assembly	2608477	Canada	Patented	09-Jun-2008	22-Feb-2011
15605.24.2A.4	Modular furniture assembly	ZL2006800207 69.9	China	Patented	09-Jun-2008	02-Feb-2011
15605.24.2a.4.1	Modular furniture assembly	1120709	Hong Kong	Patented	09-Jun-2008	09-Jun-2011
15605.24.2A.5	Modular furniture assembly	272420	Mexico	Patented	09-Jun-2008	04-Dec-2009
15605.24.2A.6	Modular furniture assembly	554041	New Zealand	Patented	09-Jun-2008	09-Aug-2011
15605.24.3	Modular furniture assembly	7418220	United States of America	Patented	07-May-2007	02-Sep-2008
15605.125.1	Modular Furniture Assembly and Display Kit with Magnetic Coupling Assembly	9277813	United States of America	Patented	14-Dec-2010	08-Mar-2016
15605.125.1.1	Modular Furniture Assembly and Display Kit with Magnetic Coupling Assembly	14/993,533	United States of America	Pending	12-Jan-2016	
15605.149.1	Modular Shelving Assembly with Universal Design Ratio	9803448	United States of America	Patented	15-Mar-2013	28-Mar-2017
15605.161.1	Leisure Seating Workstation	14/938,972	United States of America	Pending	10-Nov-2015	
15605.171.1	Furniture with Electronic Assemblies Non-Provisional	15/270,339	United States of America	Pending	20-Sep-2016	
15605.171.1b	Electrical Hub for Furniture Assemblies	PCT/US2016/0 61508	PCT	Pending	11-Nov-2016	
15605.171.1.1	Electronic Furniture Systems with Integrated Internal Speakers	15/348,058	United States of America	Pending	10-Nov-2016	
15605.171.1.1 a	Electronic Furniture Systems with Integrated Internal Speakers	PCT/US2016/0 61491	PCT	Pending	11-Nov-2016	
15605.171.3	Furniture System with Recliner Assembly	15/342,800	United States of America	Pending	3-Nov-2016	
15605.171.3A	Furniture System with Recliner Assembly	PCT/US2016/0 61085	PCT	Pending	9-Nov-2016	
15605.182	Modular Furniture Assembly Corner Seating System	62/354,425	United States of America	Pending	24-Jun-2018	

Attorney Docket No.	Title	Official No.	Country	Case Status	Filing Date	Reg. Date
15605.182.1	Modular Furniture Assembly Corner Seating System	15/276,524	United States of America	Pending	28-Sep-2016	
15605.182.1A	Modular Furniture Assembly Corner Seating System	PCT/US2016/55339	PCT	Pending	4-Oct-2016	
15605.198	ELECTRONIC FURNITURE SYSTEMS WITH INTEGRATED INTERNAL SPEAKERS Provisional Application	62/417,081	United States of America	Pending	Nov-3-2016	

Owner	Country	Title	App. No.	Filing Date	Reg. No.	Reg. Date	Status
	US	"Modular furniture assembly" family	15/836,090	11/29/2017	n/a	n/a	Pending - Not published
	US	"Modular furniture assembly" family	15/836,030	12/8/2017	n/a	n/a	Pending - Not published
	US	"Electronic furniture systems with integrated internal speakers" family	15/786,922	10/18/2017	n/a	n/a	Pending - Not published
THE LOVESAC COMPANY	US	Furniture system recliner assembly with sled rails	15/667,967	8/3/2017	n/a	n/a	Pending