

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5497565

<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>
	STILLHOUSE, LLC	03/23/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	M3 VENTURES II LP	
<b>Street Address:</b>	68 GREENE STREET	
<b>Internal Address:</b>	3RD FLOOR	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10012	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	D643300
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(212)798-6343	
<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>	2123260425	
<b>Email:</b>	jsnow@pryorcashman.com	
<b>Correspondent Name:</b>	PRYOR CASHMAN LLP	
<b>Address Line 1:</b>	7 TIMES SQUARE	
<b>Address Line 2:</b>	38TH FLOOR	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036	
<b>ATTORNEY DOCKET NUMBER:</b>	22122.00006	
<b>NAME OF SUBMITTER:</b>	JOSEPH V. MICALI	
<b>SIGNATURE:</b>	/Joseph V. Micali/	
<b>DATE SIGNED:</b>	04/29/2019	
<b>Total Attachments: 15</b>		
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STILLHOUSE, LLC

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "*IP Security Agreement*") is made and entered into as of March 23, 2018, by and between STILLHOUSE, LLC, a Delaware limited liability company (the "*Company*"), AMERICANA JV INVESTMENTS INC., a Delaware corporation ("*Americana JV*"), ANGEL HOLDING LLC, a Delaware limited liability company ("*Angel Holding*"), and the other investors identified on Schedule I attached hereto ("*Other Investors*" and together with Americana JV and Angel Holding, each referred to herein individually as a "*Secured Party*" and collectively as the "*Secured Parties*").

RECITALS

WHEREAS, on the date hereof, Americana JV has made a convertible bridge loan to the Company in the principal amount of \$3,600,000 (the "*Americana JV Loan*"), evidenced by that certain Secured Convertible Promissory Note of even date herewith (as amended, supplemented or otherwise modified from time to time, the "*Americana JV Note*") made by the Company and payable to the order of Americana JV;

WHEREAS, on the date hereof, Angel Holding has made a convertible bridge loan to the Company in the principal amount of \$2,400,000 (the "*Angel Holding Loan*"), evidenced by that certain Secured Convertible Promissory Note of even date herewith (as amended, supplemented or otherwise modified from time to time, the "*Angel Holding Note*") made by the Company and payable to the order of Angel Holding;

WHEREAS, it is anticipated that within ninety (90) days of the date hereof, the Other Investors shall make convertible bridge loans to the Company in the aggregate principal amount of up to \$2,000,000 (the "*Other Investor Loans*", and together with the Americana JV Loan and the Angel Holding Loan, the "*Loans*"), evidenced by Secured Convertible Promissory Notes in form and substance identical to the Americana JV Note and the Angel Holding Note (as amended, supplemented or otherwise modified from time to time, the "*Other Investor Notes*", and together with the Americana JV Note and the Angel Holding Note, the "*Notes*") made by the Company and payable to the order of the Other Investors;

WHEREAS, the Company and the Secured Parties have entered into a Security Agreement pursuant to which the Company grants to the Secured Parties a security interest in certain collateral described therein (as it may be amended, restated or modified from time to time, the "*Security Agreement*"); and

WHEREAS, it is a condition under each Note that the Company grant a security interest to each Secured Party in, among other property, intellectual property of the Company and execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Note.

Section 2. Grant of Security. The Company hereby grants to the Secured Parties a security interest in and to all of the Company's right, title and interest in and to the following (the "**Collateral**"):

(a) all trademarks, service marks, trade names, logos, internet domain names and corporate names (including any applications for registration of the foregoing), trade dress rights and general intangibles of a like nature, industrial or product designs, together with all of the goodwill associated therewith, and foreign versions of the foregoing whether protected, created or arising under the Laws of the United States or any other jurisdiction, owned by the Company, now existing or hereafter adopted or acquired, and all licenses relating to any of the foregoing to which the Company is a party;

(b) all patents and patent applications, including continuation, divisional, continuation-in-part, reissue or reexamination patent applications and patents issuing therefrom, patent disclosures and inventions, draft patent applications and foreign versions of the foregoing whether protected, created or arising under the Laws of the United States or any other jurisdiction, owned by the Company, and all licenses relating to any of the foregoing to which the Company is a party; and

(c) all copyrights and copyrightable works and registrations, applications and renewals for registration thereof, mask works and registrations and applications for registration or renewals thereof, computer software (other than customary shrink-wrap licenses), data, databases and documentation including copies and tangible embodiments (in whatever form or medium) thereof whether protected, created or arising under the Laws of the United States or any other jurisdiction, owned by the Company, and all licenses relating to any of the foregoing to which the Company is a party.

and with respect to clauses (a) - (c) above, all substitutions therefore, and all products and proceeds thereof.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by the Company under this IP Security Agreement secures the payment of all of the indebtedness, obligations and liabilities of any kind and description arising in any way of the Company to the Secured Parties ("**Obligations**"), individual or collective, joint or several, direct or indirect, absolute or contingent, secured or unsecured, due or to become due, contractual or tortious, arising by operation of law or otherwise, now existing or hereafter arising under or in respect of the Notes, whether incurred by the Company as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation any future advances, whether obligatory or voluntary under, or refinancings, renewals or extensions of or substitutions for, any existing or future debt, principal, interest and fees, late fees and expenses (including, attorneys' fees and costs), or that have been or may hereafter be contracted or incurred and any and all

costs, expenses and liabilities which may be made or incurred by the Secured Parties in any way in connection with any of the Obligations or any collateral security therefore.

Section 4. Recordation. The Company authorizes and requests that the Commissioner of Patents and Trademarks, Register of Copyrights, and any other applicable government officer record this IP Security Agreement.

Section 5. Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which shall be an original, but all of which together shall constitute one instrument.

Section 6. Grants, Rights and Remedies. The Company does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Parties with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 7. Governing Law. This IP Security Agreement shall be construed in accordance with the laws of the State of Delaware. Whenever possible, each provision of this IP Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this IP Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this IP Security Agreement.

Section 8. Termination. This IP Security Agreement and the security interest granted herein shall terminate immediately upon the termination of the Security Agreement. Upon any such termination the Secured Parties, or any agent named by the Secured Parties, shall, at the Company's expense, execute and deliver to the Company or otherwise authorize the filing of such documents as the Company shall reasonably request, including financing statement amendments to evidence such termination.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date set forth in the first paragraph hereof.

STILLHOUSE, LLC

By: 

Name: Brad Beckerman

Title: CEO

Address:

8201 Beverly Blvd.

Suite 303

Los Angeles, CA 90048

Attention: Brad Beckerman

E-mail: [bruda@stillhouse.com](mailto:bruda@stillhouse.com)

AMERICANA JV INVESTMENTS INC.

By: \_\_\_\_\_

Name: Hector I. Ortiz

Title: President

Address:

2701 Le Jeune Road

Coral Gables, FL 33134

Attention: Hector I. Ortiz

E-mail: [hiortiz.com](mailto:hiortiz.com)

ANGEL HOLDING LLC

By: \_\_\_\_\_

Name:

Title:

Address:

c/o Quadrant Capital Advisors, Inc.

499 Park Avenue

New York, NY 10022

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date set forth in the first paragraph hereof.

**STILLHOUSE, LLC**

By: \_\_\_\_\_  
Name: Brad Beckerman  
Title: CEO

Address:  
8201 Beverly Blvd.  
Suite 303  
Los Angeles, CA 90048  
Attention: Brad Beckerman  
E-mail: [brad@stillhouse.com](mailto:brad@stillhouse.com)

**AMERICANA JV INVESTMENTS INC.**

By:  \_\_\_\_\_  
Name: Hector I. Ortiz  
Title: President

Address:  
2701 Le Jeune Road  
Coral Gables, FL 33134  
Attention: Hector I. Ortiz  
E-mail: [hiortiz.com](mailto:hiortiz.com)

**ANGEL HOLDING LLC**

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

Address:  
c/o Quadrant Capital Advisors, Inc.  
499 Park Avenue  
New York, NY 10022

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date set forth in the first paragraph hereof.

**STILLHOUSE, LLC**

By: \_\_\_\_\_  
Name: Brad Beckerman  
Title: CEO

Address:  
8201 Beverly Blvd.  
Suite 303  
Los Angeles, CA 90048  
Attention: Brad Beckerman  
E-mail: [brad@stillhouse.com](mailto:brad@stillhouse.com)

**AMERICANA JV INVESTMENTS INC.**

By: \_\_\_\_\_  
Name: Hector I. Ortiz  
Title: President

Address:  
2701 Le Jeune Road  
Coral Gables, FL 33134  
Attention: Hector I. Ortiz  
E-mail: [hiortiz.com](mailto:hiortiz.com)

**ANGEL HOLDING LLC**

By: \_\_\_\_\_  
Name: Christopher J. Evison  
Title: Managing Member

Address:  
c/o Quadrant Capital Advisors, Inc.  
499 Park Avenue  
New York, NY 10022



**OTHER INVESTORS**

Name: M3 Ventures II LP

By: 


Name: Martin Dolfi

Title: Managing Partner

Address: 68 Greene Street #4  
New York, NY 10012

**OTHER INVESTORS**


Name: Hurricane U.S. Holdings LLC

By:   
Name: Bruce Rockowitz  
Title: Manager

Address:

OTHER INVESTORS

Name: Speakeazy, LLC

By:   
Name: STANLEY LDM  
Title: Authorized Signatory

Address: 360 HAMILTON AVE, SUITE 100  
WHITE PLAINS, NY 10601

Schedule I

Other Investors

M3 Ventures II LP

Hurricane U.S. Holdings LLC

Speakeazy, LLC

## AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amendment (this "**Amendment**"), dated as of October 26, 2018, amends the Intellectual Property Security Agreement, made and entered into as of March 23, 2018 (the "**IP Security Agreement**"), by and among Stillhouse, LLC, a Delaware limited liability company (the "**Company**"), and the investors identified on Schedule I attached thereto (each, a "**Secured Party**", and collectively, the "**Secured Parties**"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the IP Security Agreement.

### WITNESSETH:

**WHEREAS**, on or within one hundred eighty (180) days following the date hereof, the Company will issue a series of secured convertible promissory notes, which such notes will have a maximum principal amount of \$6,200,000 (collectively, the "**New Notes**"); and

**WHEREAS**, the holders of the New Notes and the Secured Parties desire for the New Notes and each of the secured convertible promissory notes issued in March and April 2018 (each, a "**Spring 2018 Note**", and collectively, the "**Spring 2018 Notes**") by the Company to the Secured Parties to be secured on a *pari passu* basis by a first position security interest in all of the assets of the Company, including the intellectual property owned by the Company; and

**WHEREAS**, in order to effect the foregoing, the Secured Parties and the Company have determined to amend the IP Security Agreement as provided herein.

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the Company and each Secured Party hereby agrees that the IP Security Agreement is hereby amended as provided herein. Unless otherwise provided Section references are references to Sections of the IP Security Agreement.

#### 1. Amendments.

a. The Recitals of the IP Security Agreement are hereby amended by:

- i. deleting the definition "**Loans**" in the third Whereas clause in its entirety and inserting the new definition "**Spring 2018 Loans**" in its place and stead;
- ii. deleting the definition "**Notes**" in the third Whereas clause in its entirety and inserting the new definition "**Spring 2018 Notes**" in its place and stead; and
- iii. inserting the following provision immediately following the third Whereas clause: "WHEREAS, it is anticipated that on October 26, 2018 or within one hundred eighty (180) days following such date, investors (the "**New Investors**") shall make convertible bridge loans to the Company, which such loans may be increased from time to time and will have a maximum principal amount of \$6,200,000 (the "**New Investor Loans**", and together with the Spring 2018 Loans, the "**Loans**"), evidenced by Secured Convertible Promissory Notes (as amended, supplemented or otherwise modified from time to time, the "**New Investor Notes**",

*Execution Version*

and together with the Spring 2018 Notes, the "Notes") made by the Company and payable to the order of the New Investors;"

2. Full Force and Effect. Except as expressly provided herein, the IP Security Agreement is not amended, modified or affected by this Amendment, and the terms and conditions thereof, and the rights and obligations of the parties thereunder, are hereby ratified and confirmed by the parties in all respects. This Amendment and the IP Security Agreement, taken together, constitute a single integrated instrument. This Amendment will be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer any matter in dispute under this Amendment to the substantive law of another jurisdiction. This Amendment may be executed and delivered (including by facsimile or pdf) in one or more counterparts, each of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties has executed this Amendment effective as of the date set forth above.

STILLHOUSE, LLC

By: 

Name:

Brad Beckerman

Title:

CEO

AMERICANA JV INVESTMENTS INC.

By: 

Name:

SCOTT RHODES

Title:

VICE PRESIDENT

ANGEL HOLDING LLC

By: \_\_\_\_\_

Name:

Title:

M3 VENTURES II LP

By: \_\_\_\_\_

Name:

Title:

and together with the Spring 2018 Notes, the "Notes") made by the Company and payable to the order of the New Investors;".

2. Full Force and Effect. Except as expressly provided herein, the IP Security Agreement is not amended, modified or affected by this Amendment, and the terms and conditions thereof, and the rights and obligations of the parties thereunder, are hereby ratified and confirmed by the parties in all respects. This Amendment and the IP Security Agreement, taken together, constitute a single integrated instrument. This Amendment will be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer any matter in dispute under this Amendment to the substantive law of another jurisdiction. This Amendment may be executed and delivered (including by facsimile or .pdf) in one or more counterparts, each of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties has executed this Amendment effective as of the date set forth above.

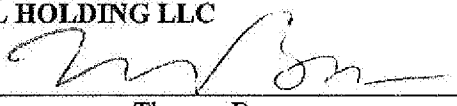
**STILLHOUSE, LLC**

By: \_\_\_\_\_  
Name: Brad Beckerman  
Title: CEO

**AMERICANA JV INVESTMENTS INC.**

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

**ANGEL HOLDING LLC**

By:  \_\_\_\_\_  
Name: Thomas Brener  
Title: Managing Member

**M3 VENTURES II LP**

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

and together with the Spring 2018 Notes, the "Notes") made by the Company and payable to the order of the New Investors;".

2. Full Force and Effect. Except as expressly provided herein, the IP Security Agreement is not amended, modified or affected by this Amendment, and the terms and conditions thereof, and the rights and obligations of the parties thereunder, are hereby ratified and confirmed by the parties in all respects. This Amendment and the IP Security Agreement, taken together, constitute a single integrated instrument. This Amendment will be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer any matter in dispute under this Amendment to the substantive law of another jurisdiction. This Amendment may be executed and delivered (including by facsimile or .pdf) in one or more counterparts, each of which when taken together will constitute a single instrument.

IN WITNESS WHEREOF, each of the parties has executed this Amendment effective as of the date set forth above.

STILLHOUSE, LLC

By: 

Name:

Brad Beekerman

Title:

CEO

AMERICANA JV INVESTMENTS INC.

By: \_\_\_\_\_

Name:

Title:

ANGEL HOLDING LLC

By: \_\_\_\_\_

Name:

Title:

M3 VENTURES II LP

By: 

Name:

Title:

Martin Dolfi, Managing Partner



*Execution Version*

**HURRICANE U.S. HOLDINGS LLC**

By:   
Name: Bruce Rockowitz  
Title:

**SPEAKEAZY, LLC**

By: X   
Name:  
Title: