

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5667118

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
7 THRASIO SEVEN, INC.	08/06/2019
12 THRASIO TWELVE, INC.	08/06/2019
RECEIVING PARTY DATA	
Name:	UPPER90 CAPITAL MANAGEMENT, LLC , AS ADMINISTRATIVE AGENT
Street Address:	114 WEST 26TH STREET
Internal Address:	5TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10001
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	D810656
Patent Number:	D821959
Patent Number:	9840178
Patent Number:	D814387
Patent Number:	D661513
Patent Number:	D689579
Patent Number:	D775702
CORRESPONDENCE DATA	
Fax Number:	(212)294-4700
<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:	2122946635
Email:	dkumar@winston.com
Correspondent Name:	WINSTON & STRAWN LLP - SHREYANSI AGARWAL
Address Line 1:	200 PARK AVENUE
Address Line 4:	NEW YORK, NEW YORK 10166-4193
ATTORNEY DOCKET NUMBER:	87445-2 -IP SA- UPPER90
NAME OF SUBMITTER:	SHREYANSI AGARWAL

SIGNATURE:	/Shreyansi Agarwal/
DATE SIGNED:	08/13/2019
Total Attachments: 5 source=Thrasio - IP Security Agreement (Patents) [Executed 8.6.19]#page1.tif source=Thrasio - IP Security Agreement (Patents) [Executed 8.6.19]#page2.tif source=Thrasio - IP Security Agreement (Patents) [Executed 8.6.19]#page3.tif source=Thrasio - IP Security Agreement (Patents) [Executed 8.6.19]#page4.tif source=Thrasio - IP Security Agreement (Patents) [Executed 8.6.19]#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **August 6, 2019** between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **UPPER90 CAPITAL MANAGEMENT, LLC**, as Administrative Agent for the Secured Parties (in such capacity, the “**Administrative Agent**”) (as defined in the Credit and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Credit and Security Agreement, dated as of **November 29, 2018** (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Credit and Security Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities. All capitalized terms used herein (including the preamble and recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Credit and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Administrative Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all United States registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. 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 of 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.

Section 5. Governing Law. This Agreement and any claims, 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 law of the State of New York.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Credit and Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Credit and Security Agreement, the provisions of the Credit and Security Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

7 THRASIO SEVEN, INC.,
12 THRASIO TWELVE, INC.,
each as a Grantor

By: 

Name: Joshua Silberstein

Title: Co-President

UPPER90 CAPITAL MANAGEMENT, LLC, as
Administrative Agent

By: 

Name:

Alex Urdea

Title:

Managing Member.

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

Company	Patent	Registration No.
7 Thrasio Seven, Inc.	Kick Mat	D810656
7 Thrasio Seven, Inc.	Car trunk organizer with straps	D821959
7 Thrasio Seven, Inc.	Soft-sided receptacle with restraint means for external liner	9840178
12 Thrasio Twelve, Inc.	Tarpaulin outdoor storage container	D814387
12 Thrasio Twelve, Inc.	Storage unit	D661513
12 Thrasio Twelve, Inc.	Storage unit	D689579
12 Thrasio Twelve, Inc.	Storage unit	D775702