

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6554911

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
METRO DECOR LLC	02/16/2021
RECEIVING PARTY DATA	
Name:	ENCINA BUSINESS CREDIT, LLC, AS AGENT
Street Address:	123 N. WACKER DRIVE, SUITE 2400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D747102
Patent Number:	D772575
CORRESPONDENCE DATA	
Fax Number:	
<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:	2023704750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	JENNIFER TINDIE
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:	1328677 PT
NAME OF SUBMITTER:	JANET S. WAMSLEY
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	02/17/2021
Total Attachments: 4	
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Notice of Grant of Security Interest in Patents

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of February 16, 2021 (this "*Notice*"), made by **METRO DECOR LLC**, an Ohio limited liability company (the "*Pledgor*"), in favor of **ENCINA BUSINESS CREDIT, LLC**, as Agent (as defined below).

Reference is made to the Loan and Security Agreement, dated as of February 16, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), among Pledgor (a "*Borrower*" and together with any other Borrower party thereto from time to time, collectively, the "*Borrowers*"), MDESIGN GLOBAL, LLC, a Delaware limited liability company ("*mDesign Global*"), MDESIGN LLC, an Ohio limited liability company ("*mDesign*"), MDESIGN Australia LLC, a Delaware limited liability company ("*mDesign Australia*") and the other Loan Party Obligors party thereto from time to time, the Lenders party thereto from time to time and ENCINA BUSINESS CREDIT, LLC, as agent (together with its successors and assigns in such capacity, the "*Agent*") for the Lenders (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in Section 1.3 of the Loan Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Obligations, the Pledgor pursuant to the Loan Agreement did, and hereby does, assign and pledge to the Agent, its successors and permitted assigns, for the benefit of the Lenders, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Collateral, the "*Patent Collateral*"):

all Patents of the United States of America, including those listed on Schedule I.

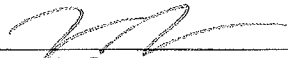
SECTION 3. *Loan Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Loan Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Patent Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

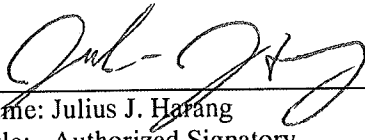
IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

METRO DECOR LLC

By: 
Name: Zachary A. Guzy
Title: Chief Financial Officer, Secretary and
Treasurer

[Signature Page to Notice of Grant of Security Interest in Patents]

ENCINA BUSINESS CREDIT, LLC,
as Agent

By: 
Name: Julius J. Harang
Title: Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Patents]

PATENT
REEL: 055283 FRAME: 0160

Patents Owned by Metro Decor LLC

U.S. Patent Registrations

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
ITEMS (BATCH #26)	N/A	N/A
ITEMS (BATCH #24)	N/A	N/A
FURNITURE (INTEGRATED TOP FURNITURE MINI BATCH)	N/A	N/A
ITEMS (MD-ONLY MERGED BATCHES 9, 10, 12, 14, 21, AND 23)	N/A	N/A
HOLDER (MD-ONLY BATCH #3)	N/A	N/A
HOLDER (RFQ 8820) (FRIDGE BINZ SODA CAN ORGANIZER)	N/A	N/A
CONTAINER (MD-ONLY BATCH #6)	N/A	N/A
ITEMS (MD-ONLY BATCH #22)	N/A	N/A
DISPLAY SCREEN WITH ICON OR PACKAGING WITH SURFACE ORNAMENTATION	N/A	N/A
CONTAINER (RFQS 8544 AND 8545) (BATCH #6)	D747,102	1/12/2016
CONTAINER (RFQ 10228) (BATCH #10)	D772,575	11/29/2016
ITEMS (BATCH #28)	N/A	N/A

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