

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6631269

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DIONO, L.L.C.	03/30/2021
RECEIVING PARTY DATA	
Name:	CIBC BANK USA
Street Address:	120 S. LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	15670378
Application Number:	15668630
Application Number:	16129381
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:	3127018637
Email:	IPDocket@mayerbrown.com
Correspondent Name:	WILLIAM R. SIEGEL, MAYER BROWN LLP
Address Line 1:	71 S. WACKER DRIVE
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	15477292
NAME OF SUBMITTER:	WILLIAM R. SIEGEL
SIGNATURE:	/william r siegel/
DATE SIGNED:	03/30/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "Security Agreement"), made as of the 30th day of March, 2021 by and between DIONO, L.L.C., a Washington limited liability company ("Grantor"), and CIBC BANK USA (formerly known as The Privatebank and Trust Company) (the "Lender"):

W I T N E S S E T H:

WHEREAS, Grantor, certain affiliates of Grantor and Lender are parties to a certain Loan and Security Agreement dated as of May 6, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and certain other related loan documents (collectively, with the Loan Agreement, and as each may be amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of the Borrowers (as defined in the Loan Agreement) and (ii) for the grant by Grantor to Lender of a security interest in certain of Grantor's assets, including, without limitation, its patents and patent applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Warranties and Representations. Grantor warrants and represents to Lender that:

(i) No material Patent has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been cancelled, in whole or in part and each such Patent is presently subsisting;

(ii) To the knowledge of Grantor, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise provided herein, Grantor agrees that until all of the Obligations shall have been satisfied in full in cash and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of Lender, such consent not to be unreasonably withheld, sell or assign its interest in any Patent or enter into any other agreement with respect to any Patent which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Patents. Grantor represents and warrants that, based on a diligent investigation by Grantor, the Patents listed on Schedule A constitute all of the federally registered Patents and Patent applications now owned by Grantor. If, before all of the Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Patents of which Grantor has not previously informed Lender, (ii) obtain rights to any new patentable inventions or Patents, or (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Patents.

6. Royalties; Terms. The term of this Security Agreement shall extend until the earlier of (i) the expiration of the last to expire of the Patents, and (ii) the payment in full of all of the Obligations (other than contingent obligations for which no claim has been asserted) and the termination of the Financing Agreements. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Patents shall be without any liability for royalties or other related charges from Lender to Grantor.

7. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

8. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Patents or (ii) take any other actions with respect to the Patents as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney-in-fact shall be irrevocable until all of the Obligations (other than contingent obligations for which no claim has been asserted) shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

9. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

10. Governing Law. **THIS SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.**

11. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

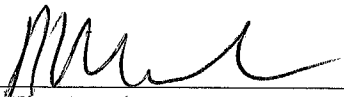
12. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

13. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[Signatures Follow Immediately]

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

DIONO, L.L.C.

By  _____

Name: Tim Maule

Title: President and Chief Executive Officer

Signature Page to Patent Security Agreement

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PATENT
REEL: 055774 FRAME: 0670

Agreed and Accepted
As of the Date First Written Above

CIBC BANK USA

By 
Name: Ross M. Kohn
Title: Managing Director

SCHEDULE A

Title	Application number	Filing Date	Patent number	Issue date
COLLAPSIBLE STROLLER WITH TRIGGER HANDLE	15670378	8/7/2017	10106185	10/23/2018
BRAKING SYSTEM FOR STROLLER	15/668630	8/3/2017	10259483	4/16/2019
ADAPTABLE CHILD CARRIER SYSTEM	16/129381	9/12/2018	10,716,411	7/21/2020