

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7117059

<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>
	PATTERN BRANDS, LLC	12/03/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	VICTORY PARK MANAGEMENT, LLC, AS COLLATERAL AGENT	
<b>Street Address:</b>	150 N. RIVERSIDE PLAZA	
<b>Internal Address:</b>	SUITE 5200	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60606	
<b>PROPERTY NUMBERS Total: 4</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	D929616
	Patent Number:	D929615
	Patent Number:	D922617
	Application Number:	16536283
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>	212.940.6562	
<b>Email:</b>	joanne.arnold@katten.com	
<b>Correspondent Name:</b>	JOANNE BL ARNOLD	
<b>Address Line 1:</b>	KATTEN	
<b>Address Line 2:</b>	575 MADISON AVENUE	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022-2585	
<b>ATTORNEY DOCKET NUMBER:</b>	341307.00219	
<b>NAME OF SUBMITTER:</b>	JOANNE BL ARNOLD	
<b>SIGNATURE:</b>	/Joanne BL Arnold/	
<b>DATE SIGNED:</b>	01/12/2022	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

**Total Attachments: 5**

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## **PATENT SECURITY AGREEMENT**

THIS **PATENT SECURITY AGREEMENT**, dated as of December 3, 2021, is made by PATTERN BRANDS, LLC, a Delaware limited liability company (the "Grantor"), in favor of VICTORY PARK MANAGEMENT, LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Financing Agreement referred to below) and the other Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, as defined below.

### **WITNESSETH:**

**WHEREAS**, pursuant to the Financing Agreement, dated as of May 7, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), among Grantor, as Borrower, Holdings, the Lenders and Collateral Agent, the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, the Grantor has agreed, pursuant to a Pledge and Security Agreement, dated as of May 7, 2021, in favor of the Collateral Agent for the benefit of the Secured Parties (the "Security Agreement"), to guarantee the Obligations (as defined in the Financing Agreement) of Borrower; and

**WHEREAS**, the Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

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

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

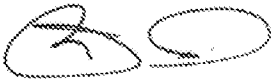
Governing Law. This Patent Security Agreement shall be a contract made under, and governed and enforced in every respect by, the laws of the State of New York (including §5-1401 and 5-1402 of the New York General Obligations Law). The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within the City of New York, New York, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*



ACCEPTED AND AGREED  
as of the date first above written:

VICTORY PARK MANAGEMENT, LLC,  
as Collateral Agent

By:   
\_\_\_\_\_  
Name: Scott R. Zemnick  
Title: Authorized Signatory

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations/Applications

Description	Application No.	Application Date	Publication / Registration No.	Publication / Registration Date
Reconfigurable tiled apparatus	29783573	5/13/2021	D929616	8/31/2021
Reconfigurable tiled apparatus	29783572	5/13/2021	D929615	8/31/2021
Reconfigurable tiled apparatus	29701192	8/8/19	D922617	6/15/2021
Reconfigurable tiled apparatus	16536283	8/8/19	10736485	8/11/2020