

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7671495

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
METRO DECOR LLC	11/30/2022
RECEIVING PARTY DATA	
Name:	ECLIPSE BUSINESS CAPITAL LLC
Street Address:	123 N. WACKER, SUITE 2400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	D913694
Patent Number:	D939252
Patent Number:	D941603
Patent Number:	D942229
Patent Number:	D944013
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:	800-494-5225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	JAY DASILVA
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	1843344 PAT
NAME OF SUBMITTER:	JANET WAMSLEY
SIGNATURE:	/Janet Wamsley/
DATE SIGNED:	12/01/2022

PATENT

Total Attachments: 5

source=Metro Decor LLC - Patent Assignment#page2.tif

source=Metro Decor LLC - Patent Assignment#page3.tif

source=Metro Decor LLC - Patent Assignment#page4.tif

source=Metro Decor LLC - Patent Assignment#page5.tif

source=Metro Decor LLC - Patent Assignment#page6.tif

Notice of Grant of Security Interest in Patents

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of November 30, 2022 (this "**Notice**"), made by METRO DECOR LLC, an Ohio limited liability company (the "**Grantor**"), in favor of ECLIPSE BUSINESS CAPITAL LLC (f/k/a Encina Business Credit, LLC), as agent (together with its successors and assigns in such capacity, the "**Agent**") for the lenders under the Loan Agreement (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 ECLIPSE BUSINESS CAPITAL LLC (f/k/a 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: 

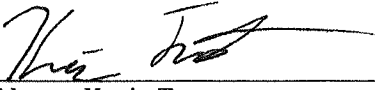
Name: Robert A. Immerman

Title: Chief Innovation Officer

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

PATENT
REEL: 061942 FRAME: 0198

**ECLIPSE BUSINESS CAPITAL LLC f/k/a
Encina Business Credit, LLC, as Agent,**

By: 
Name: Kevin Trout
Title: Authorized Signatory

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

**PATENT
REEL: 061942 FRAME: 0199**

Patents Owned by Metro Decor LLC

U.S. Patent Registrations

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Holder	D913694	03/23/2021
Frame and drawers	D939252	12/28/2021
Stand	D941603	01/25/2022
Holder	D942229	02/01/2022
Bin	D944013	02/22/2022
Container	D747102	1/12/2016
Container	D772575	11/29/2016

3452763.2