

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI35827

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Chiwich Holdings V, LLC	02/09/2024
Slab, LLC	02/09/2024
RECEIVING PARTY DATA	
Company Name:	Westmount Group LLC
Street Address:	1330 Avenue of the Americas, 13th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	11036
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D885518
Application Number:	17490848
CORRESPONDENCE DATA	
Fax Number:	6175236850
<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>	
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Correspondent Name:	Susan C DiNicola
Address Line 1:	Holland and Knight LLP
Address Line 2:	10 St. James Avenue
Address Line 4:	Boston , MASSACHUSETTS 02116
ATTORNEY DOCKET NUMBER:	157322.00015
NAME OF SUBMITTER:	Susan DiNicola
SIGNATURE:	Susan DiNicola
DATE SIGNED:	02/19/2024
Total Attachments: 4	
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source=Suma Patent Security Agreement#page3.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of February 9, 2024, is made by each entity listed on the signature pages hereof ("Grantor"), in favor of WESTMOUNT GROUP LLC, a Delaware limited liability company, as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, (a) SUMA BRANDS FUNDING I, LLC, a Delaware limited liability company ("Suma Funding"), (b) D1 BRANDS, INC., a Delaware corporation ("D1"), (c) PROFOUND COMMERCE, INC., a Delaware corporation ("Profound"), and together with Suma Funding and D1, the "Companies") (d) SUMA BRANDS, INC., a Delaware corporation ("Parent"), (e) the Lenders party thereto from time to time, and (f) WESTMOUNT GROUP LLC, as Administrative Agent for the Lenders (in such capacity, "Administrative Agent") and Collateral Agent have entered into that Credit Agreement, dated as of May 13, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantor is party to a Security Agreement dated as of May 13, 2021, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Companies thereunder, Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages and pledges 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 Grantor (the "Patent Collateral"):

(a) all of its Patents providing for the grant by or to Grantor of any right under any Patent, including those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, 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 all rights to sue and recover at

law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. 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 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. In the event that any provision of this Patent Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patent subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), 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.

Section 6. Governing Law. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF. In addition, the provisions of Section 5.09 and 5.10 of the Security Agreement are incorporated herein by reference, mutatis mutandis.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHIWICH HOLDINGS V, LLC
SLAB, LLC,
each as a Grantor

DocuSigned by:
By: Matthew Salzberg
Name: Matthew Salzberg
Title: Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Owner	Country	Title	Application #	Filing Date	Patent #	Issue Date
Chiwich Holdings V, LLC	USA	WATER TREATMENT DEVICE	29/664,742	09/27/2018	D885518	05/26/2020
SLAB, LLC	USA	COLLAPSIBLE STORAGE UNIT WITH WHEELS	17/490,848	09/30/2021		Pending