

PATENT ASSIGNMENT COVER SHEET

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Assignment ID: PATI237167

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
ECLIPSE BUSINESS CAPITAL LLC (F/K/A ENCINA BUSINESS CREDIT, LLC)	05/16/2024
RECEIVING PARTY DATA	
Company Name:	LAUREL BAY LLC
Street Address:	9701 collins avenue, #19O3S
City:	BAL HARBOUR
State/Country:	FLORIDA
Postal Code:	33154
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:	(800)221-0102
Email:	ipteam@cogencyglobal.com
Correspondent Name:	Khadijah Sampson
Address Line 1:	1025 Connecticut Ave NW, Suite 712
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036
ATTORNEY DOCKET NUMBER:	2372457ks
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	05/16/2024
Total Attachments: 5	
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ASSIGNMENT OF NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

THIS ASSIGNMENT OF NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (this "Agreement"), dated as of May 16, 2024, is by ECLIPSE BUSINESS CAPITAL LLC (f/k/a Encina Business Credit, LLC), acting in its capacity as the current and resigning agent (the "Resigning Agent") and LAUREL BAY LLC, acting in its capacity as the successor agent (in such capacity, the "Successor Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, Metro Decor LLC, an Ohio limited liability company (the "Grantor") and the Resigning Agent are parties to that certain Notice of Grant of Security Interest in Patents, dated as of February 16, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), pursuant to which the Grantor granted to the Resigning Agent a security interest in all of the Grantor's Patent Collateral (as defined in the Patent Security Agreement), including the Patents set forth on Schedule A attached hereto;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on February 17, 2021 at Reel 055283, Frame 0157; and

WHEREAS, pursuant to that certain Resignation of Agent and Appointment of Successor Agent dated as of the date hereof, by and among the Resigning Agent, the Successor Agent, and the other parties thereto, the Resigning Agent has assigned (except as expressly provided therein, without representation or warranty) to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Patent Security Agreement, in each instance, in its capacity as administrative agent.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Agent and the Successor Agent agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Patent Security Agreement.

2. Assignment by Resigning Agent. Effective as of the date hereof, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Agent hereby sells, assigns, transfers and conveys to the Successor Agent all of its right, title and interest in, to and under the Patent Security Agreement, including, without limitation, a continuing security interest in, to, and under the Patent Collateral.

3. Assumption by Successor Agent. Effective as of the date hereof, Successor Agent hereby assumes and agrees to be bound by, and undertakes to perform and discharge, all of the obligations and liabilities of the Resigning Agent as set forth in the Patent Security Agreement.

4. Authorization. Effective as of the date hereof, and solely with respect to such instances where the Resigning Agent's authorization therefor is required, Resigning Agent hereby authorizes Successor Agent to file, register and/or record this Agreement with the United States Patent and Trademark Office and any other similar office for which filing, registration or

recordation is reasonably necessary to effect and/or evidence the assignment of the described herein from the Resigning Agent to the Successor Agent. The Resigning Agent shall use commercially reasonable efforts to execute and deliver, from time to time, upon the reasonable written request of the Successor Agent, and at the sole expense of the Grantor, any and all such further instruments and documents and take such further reasonable action as the Successor Agent may reasonably deem necessary to obtain the full benefits of the assignment described herein.

5. Loan Agreement. This Agreement has been executed and delivered by the parties hereto for the purpose of registering the security interest of the Successor Agent (as successor-in-interest to the Resigning Agent and for the benefit of the Lenders) in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted by the Grantor pursuant to the Patent Security Agreement was granted as a supplement to, and not in limitation of, the security interest granted to the Successor Agent (as successor-in-interest to the Resigning Agent and for the benefit of the Lenders) for its benefit under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement). The Loan Agreement and the other Loan Documents (and all rights and remedies of the Successor Agent thereunder) shall remain in full force and effect in accordance with their terms.

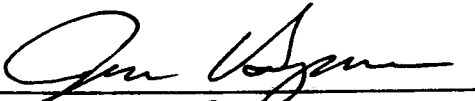
7. Collateral Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall constitute together but one and the same agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

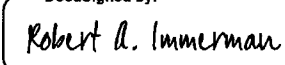
ECLIPSE BUSINESS CAPITAL LLC (f/k/a Encina
Business Credit, LLC), as Resigning Agent

By: 
Name: James Gurgone
Title: Authorized Signatory

[Signatures Continued Next Page]

[Signature Page to Assignment of Patent Security Agreement]

LAUREL BAY LLC, as Successor Agent

By:  Robert A. Immerman

Name: Robert A. Immerman

Title: Sole Member

Schedule A to Assignment of Notice of Security Interest in Patents

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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