

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699231

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE AIR LAB, INC.		12/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	assembled brands capital funding llc		
Street Address:	9 E. 19th Street, 3rd fl		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88979045	WINDMILL	
Serial Number:	88246843	WINDMILL	
Serial Number:	88925323	TAKE CARE OF YOUR AIR	
Serial Number:	88509516		
Serial Number:	88980257		
Serial Number:	97162247	THE BREEZY LIFE	
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:	2123818759		
Email:	eleung@ctswlaw.com		
Correspondent Name:	Eugene Leung		
Address Line 1:	420 Lexington Avenue, Suite 2400		
Address Line 4:	New York, NEW YORK 10170		
NAME OF SUBMITTER:	Eugene Leung		
SIGNATURE:	/Eugene Leung/		
DATE SIGNED:	01/03/2022		
Total Attachments: 8			

OP \$165.00 88979045

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into as of December 29, 2021 (this “IP Security Agreement”) by and between **THE AIR LAB, INC.**, a Delaware corporation, with a place of business at 108 Leonard Street, Apartment 2B, New York, NY 10013 (“Grantor”) and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 9 E. 19th Street, Third Floor, New York, NY 10003 (together with its successors and assigns, “Lender”).

RECITALS

WHEREAS, Lender has extended Loans to Grantor pursuant to the terms and conditions of that certain Credit Agreement dated as of the date hereof by and between Grantor and Lender (as amended, restated, amended and restated or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, under the terms of the Credit Agreement, Grantor has granted Lender a security interest in and lien on all of Grantor’s assets, including all of Grantor’s trademarks, tradenames, trade styles, patents, copyrights, domain names, URLs, IP Addresses and other intellectual property, and Grantor agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Authority.

1. Grant of Security Interest. To secure all of the Obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants to Lender a security interest in and lien on all of Grantor’s right, title and interest in and to Grantor’s intellectual property assets, wherever located and whether now owned or hereafter acquired, including without limitation, all trademarks, patents, copyrights, domain names, URLs and IP Addresses set forth in **Exhibit 1** attached hereto and incorporated herein by reference, all source codes associated with such intellectual property, all goodwill of the business of Grantor connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, (collectively, the “IP Collateral”) *provided, however*, that IP Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall not be excluded from the IP Collateral. For the avoidance of doubt, Grantor acknowledges that the items listed in **Exhibit 1-1** to this IP Security Agreement are not United States intent-to-use trademark applications and Lender shall have a security interest in and lien on the items listed in **Exhibit 1-1** to this IP Security Agreement. For the avoidance of doubt, a security interest in and

lien on the IP Collateral has been granted by Grantor to Lender pursuant to the Credit Agreement.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit Agreement shall control, except in connection with goodwill in which case this IP Security Agreement shall control. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies. In furtherance thereof, upon the occurrence of an Event of Default, Lender shall have all rights and remedies as set forth in the Credit Agreement with respect to the IP Collateral.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed as of the day and year first above written.

GRANTOR:

THE AIR LAB, INC.,
a Delaware corporation

By: Daniel Mayer
Name: Daniel Mayer
Title: Co-Chief Executive Officer

Agreed and accepted:

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC,
a Delaware limited liability company

By: Michael Lipkin
Name: Michael Lipkin
Title: Chief Operating Officer

EXHIBIT 1

List of Trademarks, Patents, Copyrights, Domain Names, URLs and IP Addresses

See Exhibit 1-1 through Exhibit 1-4 attached hereto.

EXHIBIT 1-1

TRADEMARKS

<u>Trademark / Service Mark</u>	<u>Category / Class</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
WINDMILL (word mark)	Air conditioners + related services	88/979,045	6,235,546	12/29/2020
	Other air products + related services	88/246,843	Pending	N/A
TAKE CARE OF YOUR AIR	Air conditioners + related services	88/925,323	6,263,101	2/2/2021
W (logo design)	Other air products + related services	88/509,516	Pending	N/A
	Air conditioners + related services	88/980,257	6,297,075	3/16/2021
THE BREEZY LIFE	Air conditioners + related services + clothing	97/162,247	Pending	N/A

EXHIBIT 1-2

PATENTS

COUNTRY	REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
AIR PURIFIER							
UNITED STATES	02531/010415-USD	NEW	06 Dec 2021	29/818,016			PENDING
Air Purifier							
UNITED STATES	02531/010358-USD	NEW	03 Dec 2021	63/285,734			PENDING
AIR PURIFIER							
UNITED STATES	02531/010366-USD	NEW	06 Dec 2021	29/818,002			PENDING
BETTER INSTALLTION KIT FOR AIR CONDITIONER UNIT AND AIR CONDITIONER UNIT FOR USE THEREWITH							
UNITED STATES	02531/008458-USD	NEW					CLOSED
INSTALLATION KIT FOR WINDOW AIR CONDITIONING UNIT							
UNITED STATES	02531/008703-USD	NEW	27 May 2020	63/030,466			EXPIRED
WIPO	02531/008703-WO0	CEQ	27 May 2021	PCT/US21/04500			PUBLISHED
WINDOW AIR CONDITIONER UNIT							
UNITED STATES	02531/008457-USD	NEW	26 Feb 2020	29/726,058			PENDING
CHINA	02531/008457-CN0	CEQ	26 Aug 2020	2020304950917	26 Jan 2021	ZL 2020304950917	ISSUED
WINDOW FRAME FOR AIR CONDITIONER UNIT AND AIR CONDITIONER UNIT FOR USE THEREWITH							
UNITED STATES	02531/007883-USD	NEW	12 Jul 2019	63/873,599			EXPIRED
UNITED STATES	02531/007883-US1	FCA	10 Jul 2020	16/926,111			PUBLISHED
WIPO	02531/007883-WO0	CEQ	10 Jul 2020	PCT/US20/1623			PUBLISHED

EXHIBIT 1-3
COPYRIGHTS

None

EXHIBIT 1-4

DOMAIN NAMES, URLS and IP ADDRESSES

<u>Domain</u>	<u>Provider</u>	<u>Registration Date</u>	<u>Auto-Renew</u>
windmillair.com	GoDaddy	10/24/2019	Yes
hellowindmill.com	GoDaddy	10/24/2019	Yes
windmill.nyc	GoDaddy	10/24/2019	Yes
windmill.tech	GoDaddy	10/24/2019	Yes
meetwindmill.com	GoDaddy	11/3/2019	Yes
livewindmill.com	GoDaddy	12/26/2019	Yes
windmill.live	GoDaddy	12/26/2019	Yes
livewindmill.co	GoDaddy	12/26/2019	Yes
buywindmill.com	Google Domains	7/8/2020	Yes
dr.cool	Google Domains	4/26/2019	Yes
itswindmill.com	Google Domains	2/11/2019	Yes
theairlab.company	Google Domains	2/1/2019	Yes
windmill-air.com	Google Domains	2/21/2019	Yes
windmill.cool	Google Domains	6/16/2019	Yes
windmillapp.com	Google Domains	6/16/2019	Yes
windmillfilters.com	Google Domains	2/26/2020	Yes