

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM741742

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Burrow, Inc.		07/14/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Signature Bank		
<b>Street Address:</b>	565 Fifth Avenue		
<b>Internal Address:</b>	8th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5183579	BURROW	
<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>	919-838-2021		
<b>Email:</b>	asimpson@smithlaw.com		
<b>Correspondent Name:</b>	Alex Simpson		
<b>Address Line 1:</b>	P.O. Box 2611		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27602		
<b>ATTORNEY DOCKET NUMBER:</b>	016113.00071		
<b>NAME OF SUBMITTER:</b>	Alex Simpson		
<b>SIGNATURE:</b>	/s/ Alex Simpson		
<b>DATE SIGNED:</b>	07/18/2022		
<b>Total Attachments: 8</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 14, 2022, by and between SIGNATURE BANK (“Bank”) and BURROW, INC. (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of July 22, 2021, as amended by that certain First Amendment to Loan and Security Agreement dated as of March 3, 2022, as amended by that certain Second Amendment to Loan and Security Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

15 West 27<sup>th</sup> Street, 7<sup>th</sup> Floor  
New York, New York, 10017  
Attn: Kelley Hicks

Address of Bank:

Signature Bank-Venture Banking Group  
565 Fifth Avenue, 8th Floor  
New York, New York 10017  
Attn: Zack Mansfield

GRANTOR:

BURROW, INC.

By: 

Name: Stephen Kuhl

Title: CEO and president

BANK:

SIGNATURE BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to IPSA]

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Address of Grantor:

15 West 27<sup>th</sup> Street, 7<sup>th</sup> Floor  
New York, New York, 10017  
Attn: Kelley Hicks

GRANTOR:

BURROW, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

Address of Bank:

Signature Bank-Venture Banking Group  
565 Fifth Avenue, 8th Floor  
New York, New York 10017  
Attn: Zack Mansfield

BANK:

SIGNATURE BANK

By:  \_\_\_\_\_

Name: DHRUV PATEL

Title: SVP

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Country</u>	<u>Title</u>	<u>Registration /Application Number</u>	<u>Registration /Application Date</u>
USA	SOFA BOTTOM WITH OUTLET	D817057	5/8/18
USA	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	10182659	1/22/19
Patent Cooperation Treaty	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	PCT/US2018/015198	1/25/18
USA	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	10433648	10/8/19
Canada	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3052144	2/15/22
India	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	201927034885	1/25/18
Vietnam	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	1-2019-04423	1/25/18
European Patent Office	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3573500	2/16/22
USA	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	10932580	3/2/21
USA	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	11076700	8/3/21
USA	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	63/024667	5/14/20
Canada	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3113720	3/31/21
USA	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	11147385	10/19/21
USA	MODULAR SEATING APPARATUS AND KIT	17/319791	5/13/21
USA	ATTACHABLE SUPPORT STRUCTURE	29/783552	5/13/21

European Patent Office	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	22151458.1	1/25/18
United States of America	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	17/494121	10/5/21
Canada	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3135410	1/25/18
Canada	ATTACHABLE SUPPORT STRUCTURE	207827	11/12/21
European Union Intellectual Property Office	ATTACHABLE SUPPORT STRUCTURE	008754592-0001	11/12/21
Turkey	ATTACHABLE SUPPORT STRUCTURE	2021/011951	11/12/21
United Kingdom	ATTACHABLE SUPPORT STRUCTURE	6175466	11/12/21
Vietnam	ATTACHABLE SUPPORT STRUCTURE	3-2021-02824	11/12/21
Austria	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3573500	2/16/22
Belgium	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3573500	2/16/22
Switzerland	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3573500	2/16/22
Germany	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3573500	2/16/22
Denmark	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3573500	2/16/22
Spain	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3573500	2/16/22
France	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3573500	2/16/22
United Kingdom	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3573500	2/16/22
Italy	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3573500	2/16/22
Netherlands	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3573500	2/16/22



Norway	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3573500	2/16/22
Poland	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3573500	2/16/22
Sweden	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3573500	2/16/22
Turkey	MODULAR SOFA CONSTRUCTION AND METHODS FOR ASSEMBLY	3573500	2/16/22
USA	FURNITURE AND METHODS OF MANUFACTURE AND USE THEREOF	63/305665	2/1/22
USA	BEDS AND METHODS OF MANUFACTURE AND USE THEREOF	63/305585	2/1/22
USA	DECKS, MATTRESSES, SOFAS, BEDS, AND METHODS OF MANUFACTURE AND USE THEREOF	63/315848	3/2/22

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
BURROW	5,183,579	04/11/2017