

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305624

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XOS Technologies, Inc.		04/16/2014	CORPORATION: DELAWARE
Collegiate Images, LLC		04/16/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Hillstreet Fund, IV, L.P.
Street Address:	807 Elm Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	LIMITED PARTNERSHIP: OHIO

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	86069413	THUNDERCLOUD
Serial Number:	85656329	THUNDERCLOUD
Registration Number:	2839290	COLLEGIATE IMAGES
Registration Number:	3442739	SPORTMOTION
Registration Number:	4106153	XOS
Registration Number:	4106154	XOS
Registration Number:	4158276	XOS
Registration Number:	4172130	XOS
Registration Number:	4356699	XOS DIGITAL

CORRESPONDENCE DATA

Fax Number: 5135796457

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.

Phone: 513-562-1401

Email: mhurst@kmklaw.com, trademarks@kmklaw.com

Correspondent Name: J. Michael Hurst

Address Line 1: One East Fourth Street

Address Line 2: Suite 1400

Address Line 4: Cincinnati, OHIO 45202

TRADEMARK

ATTORNEY DOCKET NUMBER:	HI4428FI0009
NAME OF SUBMITTER:	J. Michael Hurst
SIGNATURE:	/J. Michael Hurst/
DATE SIGNED:	05/27/2014

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is made effective as of April 16, 2014, between XOS Technologies, Inc., a Delaware corporation and Collegiate Images LLC, a Delaware limited liability company (each a "Grantor" and collectively the "Grantors"), and The HillStreet Fund IV, L.P., an Ohio limited partnership ("Lender"). All capitalized terms used and not otherwise defined in this IP Security Agreement shall have the respective meanings ascribed to them in the Loan Agreement.

RECITALS:

A. Lender has agreed to loan to Grantors the aggregate principal amount of \$3,000,000 (the "Loan") evidenced by a certain Promissory Note of even date herewith executed by Grantors payable to the order of Lender (together with any amendments, extensions, modifications and/or renewals thereof and/or any promissory notes given in payment thereof, the "Note");

B. In connection with the Note, Grantors and Lender have entered into a certain Loan and Loan Agreement of even date herewith (together with any amendments and modifications thereof, the "Loan Agreement" and collectively with the Note and this IP Security Agreement, the "Loan Documents") pursuant to which Grantors have granted a security interest on all assets of Grantors, including the Intellectual Property listed on Schedule A hereto;

C. Grantors desire to mortgage, pledge and grant to Lender, for the benefit of Lender, a security interest in all of its right, title and interest in, to and under the Collateral (as hereinafter defined) together with any renewal or extension thereof, and all thereof, to secure the payment of the Secured Obligations (as hereinafter defined); and

D. It was a condition precedent to the obligation of the Lender to make the Loan to Grantors under the Note, that Grantors execute this IP Security Agreement.

AGREEMENT:

NOW, THEREFORE, Grantors hereby agree as follows:

1. Grant of Security Interest. For value received, Grantors hereby grant Lender for the ratable benefit of the Lenders a security interest in and lien on all of Grantors' right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral");

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedule A and Schedule B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter

due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedule C attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to as the "Trademarks");

(c) all of the Company's copyrights and all applications for registration and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States or any other country, including, without limitation, the copyrights and copyright registration applications, if any, described in Schedule D hereto, together with all rights and privileges arising under applicable law with respect to the Company's ownership of any copyrights and renewals thereof (all of the foregoing being collectively referred to herein as the "Copyrights"); and

(d) all documents, prints, brochures, copies thereof and other tangible renditions of, including without limitation, any websites displaying or using any of the Copyrights and copyrighted materials, any website graphics and any related website software and website code;

(e) the license(s) listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents, Copyrights or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between any Grantors and any other Person, whether Grantors is licensor or licensee (all of the foregoing license agreements and such Grantors' rights thereunder are hereinafter collectively referred to as the "Licenses");

(f) the goodwill of Grantors' business connected with and symbolized by the Trademarks; and

(g) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, reasonable collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, indemnity obligations) of Grantors to Lender and/or any Lender evidenced by or arising under or in respect of this IP Security Agreement and/or any of the other Loan Documents and (iii) any and all reasonable costs of collection, including, without limitation, attorneys' fees incurred by Lender and/or any Lender in connection with the occurrence of a Default or an Event of Default under the Loan Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this IP Security Agreement or in representing Lender and/or any Lender in connection with bankruptcy or insolvency proceedings relating to or affecting this IP Security Agreement (hereinafter collectively referred to as the "Secured Obligations").

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 the Lender.

3. Representations, Warranties and Covenants of Grantors. Grantors hereby represent and warrants to Lender as follows:

(a) to the Grantors' knowledge, the Patents, Trademarks, Copyrights and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the Grantors' knowledge, each of the Patents, Trademarks, Copyright and Licenses is valid and enforceable;

(c) to the Grantors' knowledge, no claim has been made that the use of any of the Patents, Trademarks, Copyright or Licenses does or may violate the rights of any third Person;

(d) to the Grantors' knowledge, no claims for patent infringement have been commenced in connection with any of the Patents;

(e) to the Grantors' knowledge, no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(f) Grantors are the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the applicable Patents, Trademarks, Copyright and Licenses, free and clear of any and all Liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Grantors not to sue third Persons, excluding only Permitted Liens;

(g) Grantors have the unqualified right to enter into this IP Security Agreement and perform its terms;

(h) Grantors have the exclusive, royalty-free right and license to use the Patents, Trademarks, Copyrights and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks, Copyrights and/or Licenses during the term of this IP Security Agreement, other than in accordance with the Loan Agreement; and

(i) Grantors have no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks, Copyrights or Licenses.

4. Inspection Rights. Grantors will permit inspection of its facilities and records relating to any Patents, Trademarks, Copyrights and Licenses by Lender during normal business hours and at other reasonable times following one Business Day's notice thereof from Lender, *provided* that Lender shall not interfere with the daily operations of Grantors. A representative of Grantors may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Grantors agree (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide Lender, upon Lender's reasonable request from time to time, with a certificate of any officer of Grantors certifying Grantors' compliance with the foregoing.

5. Further Assurances. Grantors hereby agree that, unless and until (a) all of the Secured Obligations shall have been paid in full, (b) no Lender shall have any further commitment or obligation to make any loans or advances or other extensions of credit to Grantors under the Loan Agreement or any of the other Loan Documents, and (c) the Loan Agreement has expired or been terminated in accordance with its terms, Grantors will not, without the prior written consent of Lender, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Grantors' obligations under this IP Security Agreement, the Loan Agreement or any of the other Loan Documents and Grantors agree that Grantors will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Lender under this IP Security Agreement. Grantors further agree that at any time and from time to time, at the expense of Grantors, Grantors will promptly execute and deliver to Lender any and all further instruments and documents and take any and all further action that Lender may reasonably request in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks, Copyrights and Licenses or to enable

Lender to exercise its rights and remedies under this IP Security Agreement with respect to the same.

6. Additional Patents, Trademarks, Copyrights and Licenses. If Grantors (a) becomes aware of any existing Patents, Trademarks, Copyrights or Licenses of which Grantors has not previously informed Lender, (b) obtains rights to any new patentable inventions, Patents, Trademarks, Copyrights and/or Licenses or (c) becomes entitled to the benefit of any Patents, Trademarks, Copyrights and/or Licenses which benefit is not in existence on the date of this IP Security Agreement, the provisions of this IP Security Agreement shall automatically apply thereto and such Grantors shall give Lender prompt written notice thereof.

7. Modification by Lender. Grantors hereby irrevocably authorizes Lender to modify this IP Security Agreement by amending Schedules A, B, C, D, and/or E to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of Grantors if permitted by applicable law.

8. Use of Patents, Trademarks, Copyrights and Licenses. So long as no Default or Event of Default under the Loan Agreement has occurred and is continuing, Grantors may use the Patents and Trademarks, Copyrights and exercise its rights under the Licenses in any lawful manner not inconsistent with this IP Security Agreement on and in connection with products sold by Grantors, for such Grantors' own benefit and account. Grantors shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any part of the Collateral, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder.

9. Default. Upon the occurrence of an Event of Default, Lender's remedies include, in addition to all other rights and remedies given it by this IP Security Agreement and the Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code and/or other applicable law as enacted in any jurisdiction in which any of the Patents, Trademarks, Copyrights and/or Licenses may be located and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth herein) or demand whatsoever to Grantors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Grantors associated therewith), Copyrights and/or Licenses, or any interest which Grantors may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks, Copyrights or Licenses all expenses (including, without limitation, all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in such order and manner as Lender may elect. Notice of any sale or other disposition of any of the Patents, Trademarks, Copyrights and/or Licenses shall be given to Grantors at least ten (10) Business Days before the time of any

intended public or private sale or other disposition of such Patents, Trademarks, Copyrights and/or Licenses is to be made, which Grantors hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks, Copyrights and/or Licenses sold, free from any right of redemption on the part of any Grantors, which right is hereby waived and released. Grantors agree that upon the occurrence and continuance of any Default or Event of Default, the use by Lender of the Patents, Trademarks, Copyrights and Licenses shall be worldwide, and without any liability for royalties or other related charges from Lender to Grantors. If a Default or an Event of Default under the Loan Agreement or any other Loan Document shall occur and be continuing, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself and the Lenders, as applicable) to enforce any and all of the Patents, Trademarks, Copyrights and Licenses, and, if Lender shall commence any such suit, Grantors shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement and Grantors shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this IP Security Agreement. All of Lender's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby, by the Loan Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

10. Expenses. Any and all reasonable fees, costs and expenses of whatever kind or nature, including, without limitation, attorneys' fees incurred by Lender in connection with defending or prosecuting any actions or proceedings arising out of or related to any part of the Collateral, shall be borne and paid by Grantors on demand by Lender and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of the Default Rate or the highest rate of interest allowed by law from the date incurred until reimbursed by Grantors.

11. Preservation of Patents, Trademarks, Copyrights and Licenses. Grantors shall have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, as is commercially reasonable (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (c) to preserve and maintain all rights in the Patents, Trademarks, Copyrights and Licenses, as commercially reasonable. Any expenses incurred in connection with Grantors' obligations under this Section 11 shall be borne by Grantors.

12. Lender Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement or other Loan Document shall have occurred and be continuing, and after notice and a Cure Period, if applicable, Grantors hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its reasonable discretion, as Grantors' true and lawful agent and attorney-in-fact, with the power to endorse each Grantor's name on all applications, documents, papers and instruments necessary for Lender to use the Patents, Trademarks, Copyrights and Licenses, or to grant or issue any

exclusive or non-exclusive license under the Patents, Trademarks, Copyrights and Licenses to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks, Copyrights and Licenses to anyone else. Grantors hereby ratify all that such agent or attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this IP Security Agreement.

13. No Waiver. No course of dealing between Grantors and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege under this IP Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this IP Security Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Loan Document. Grantors and Lender each acknowledge and agree that this IP Security Agreement constitutes a Loan Document as defined in the Loan Agreement.

15. Severability. The provisions of this IP Security Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this IP Security Agreement in any jurisdiction.

16. Amendments; No Waiver. This Agreement is subject to amendment or modification only by a writing signed by Grantors and Lender, except as provided in Paragraph 6 above. Lender shall not by any act (except by a written instrument pursuant to this Section 16), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Lender of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have on any future occasion.

17. Cumulative Remedies. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

18. Successors and Assigns. This IP Security Agreement shall be binding upon the successors and assigns of Grantors and shall inure to the benefit of Lender and its successors and assigns.

19. Governing Law. The validity and interpretation of this IP Security Agreement and the rights and obligations of the parties hereto shall be governed by and construed in

accordance with the substantive laws of the State of Delaware (without reference to conflict of law principles).

20. Consent to Jurisdiction; Exclusive Venue. Lender and Grantors hereby designate all courts of record sitting in Cincinnati, Ohio, both state and federal, as forums where any action, suit or proceeding in respect of or arising out of this Agreement, the Loan Agreement, and the other Loan Documents, or the transactions contemplated by this IP Security Agreement may be prosecuted as to all parties, its successors and assigns, and by the foregoing designations Lender and Grantors consent to the jurisdiction and venue of such courts. GRANTORS WAIVE ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN THE STATE OF OHIO FOR THE PURPOSES OF LITIGATION TO ENFORCE SUCH OBLIGATIONS OF GRANTOR.

21. Waiver of Trial by Jury. LENDER AND GRANTORS HEREBY KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COUNSEL WAIVE TRIAL BY JURY IN ANY ACTIONS, PROCEEDINGS, CLAIMS OR COUNTER-CLAIMS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE LOAN DOCUMENTS.

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, Grantors and Lender have executed this Intellectual Property Security Agreement as of the date first written above.

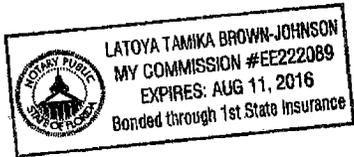
GRANTORS:

XOS TECHNOLOGIES, INC.

By: [Signature]
Name: ARCHIT SHAH
Title: EVP & CFO

STATE OF FLORIDA)
) ss.
COUNTY OF ORANGE)

On this 16 day of April, 2014, before me personally came before me, to me known, who being duly sworn, did depose and say, that he is the EVP & CFO of XOS Technologies, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

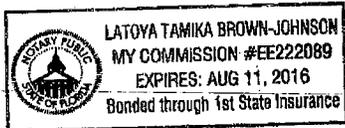


[Signature]
Notary Public
COLLEGIATE IMAGES LLC

By: [Signature]
Name: ARCHIT SHAH
Title: CFO

STATE OF FLORIDA)
) ss.
COUNTY OF ORANGE)

On this 16 day of April, 2014, before me personally came before me, to me known, who being duly sworn, did depose and say, that he is the CFO of Collegiate Images LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Sole Member of said limited liability company.



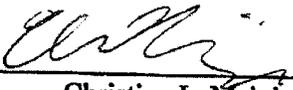
[Signature]
Notary Public

Agreed and acknowledged:

LENDER:

THE HILLSTREET FUND IV, L.P.

By: HILLSTREET CAPITAL IV, INC.
Its: INVESTMENT MANAGER

By: 
Name: Christian L. Meininger
Title: President

Schedule A

Patents

Patents

Patent No.	Title	Issue Date	Maintenance Fee	PBL Ref. #
8,670,648	Video Processing Methods and Systems	March 11, 2014	Sept. 11, 2017	19945.001US01

Schedule B

Patent Applications

None.

Schedule C

Trademarks

Trademarks

App/Reg No.	Status	Mark	Classes	Pending Actions	PBL Ref. #
2,839,290	Registered	COLLEGIATE IMAGES	035, 041, 042	Renewal Due May 4, 2014	19983.001US50
86/069,413	Pending	THUNDERCLOUD	009, 038	Office Action issued March 7, 2014 refusing registration because of prior registrations for THUNDERCLOUD. Deadline to respond is Sept. 8, 2014.	19945.042US50
86/656,329	Pending	THUNDERCLOUD	009, 039	Office Action issued March 19, 2014 refusing registration because of prior registrations for THUNDERCLOUD. Deadline to respond is Sept. 19, 2014.	N/A
3,442,739	Registered	SPORTMOTION	009	Submittal of Sec. 8 & 15 Affidavit due by June 3, 2014.	19945.023US50
4,106,153	Registered	XOS	009	Submittal of Sec. 8 & 15 Affidavit due by Feb. 28, 2018.	19945.018US50
4,106,154	Registered		009	Submittal of Sec. 8 & 15 Affidavit due by Feb. 28, 2018.	19945.019US50

4,158,276	Registered	XOS	035, 042	Submittal of Sec. 8 & 15 Affidavit due by June 12, 2018.	19945.021US50
4,172,130	Registered		035, 042	Submittal of Sec. 8 & 15 Affidavit due by July 10, 2018.	19945.022US50
4,356,699	Registered	XOS DIGITAL	009, 035, 038, 041, 042, 045	Submittal of Sec. 8 & 15 Affidavit due by June 25, 2019.	19945.002US50

Intellectual Property Security Agreement
The HillStreet Fund IV, L.P./XOS Technologies, Inc.

Schedule D

Copyrights

None.

Schedule E

Licenses

License Agreement by and among XOS Technologies, Inc., Video4ever, LLC and SportzCast, LLC

2340647.7

Intellectual Property Security Agreement
The HillStreet Fund IV, L.P./XOS Technologies, Inc.