

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beam IP Lab LLC		03/03/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	National Documentation Services, Mail Code 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4459637	BEAM	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/Susan M. Kornfield/		
DATE SIGNED:	03/28/2017		
Total Attachments: 6			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(BEAM IP LAB LLC)**

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of March 3, 2017, by and between BEAM IP LAB LLC ("Grantor"), and COMERICA BANK (the "Bank").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Financial Accommodations") to BEAM TECHNOLOGIES LLC ("Borrower") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement, dated as of even date herewith between Borrower and Bank (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement").

B. Bank is willing to make the Financial Accommodations to Borrower, but only upon the condition, among others, that Grantor grant to Bank a security interest in all of Grantor's right, title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

C. Grantor entered into a certain Security Agreement in favor of Bank dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Security Agreement").

D. Grantor is an Affiliate of Borrower, is financially interested in the affairs of Borrower, and deems it advisable, desirable, and in the best interests of Grantor to enter into this Agreement.

E. Capitalized terms used but not defined in this Agreement shall have the meaning given to them in the Security Agreement.

NOW, THEREFORE, Grantor and the Bank agree as follows:

AGREEMENT

To secure the Secured Obligations, 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 Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, 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 Security Agreement, 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 Agreement, the Security Agreement, 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 Collateral 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.

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**TRADEMARK
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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:

629 North High Street
Sixth Floor
Columbus, OH 43215

Attn: Alex Frommeyer

GRANTOR:

BEAM IP LAB LLC

By: 

Name: Alex Frommeyer

Title: Chief Executive Officer

Address of Secured Party:

Comerica Bank
National Documentation Services
39200 Six Mile Road
Livonia, MI 48152
MC 7578

SECURED PARTY:

COMERICA BANK

By: _____

Name: _____

Title: _____

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By: _____

Name: Alex Frommeyer


Title: Chief Executive Officer

Address of Secured Party:

Comerica Bank
National Documentation Services
39200 Six Mile Road
Livonia, MI 48152
MC 7578

SECURED PARTY:

COMERICA BANK

By:  _____

Name: Devin Bostock

Title: Vice President

EXHIBIT A

Copyrights

None

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TRADEMARK
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EXHIBIT B**Patents**

Title	App. No.	Filing Date	Reg. No.	Date Granted
Toothbrush and system with sensors and user identification	14/198071	3/5/14	n/a	n/a
Connected surface with sensors	14/210245	3/13/14	n/a	n/a
Oral screening toothbrush	14/214734	3/15/14	9,345,408	5/24/16
Data transferring powered toothbrush	14/198100	3/5/14	n/a	n/a
Salivary diagnostic systems	14/188006	2/24/14	9,316,643	4/19/16
Oral health care implement and system with oximetry sensor	13/650693	10/12/12	n/a	n/a
Oral health care implement and system with proximity sensor	13/624896	9/22/12	9,498,312	11/22/16
Connected tracker for oral health implements	14/535306	11/6/14	n/a	n/a
Connected health care system	14/492016	9/20/14	n/a	n/a
Connected Tableware for Quantifying Dietary Intake	14/204586	3/11/14	n/a	n/a

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
BEAM	85/547493	2/20/12	4,459,637	12/31/13

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