

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XOS TECHNOLOGIES, INC.		04/28/2017	Corporation: DELAWARE
COLLEGIATE IMAGES LLC		04/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4356699	XOS DIGITAL	
Registration Number:	4106154	XOS	
Registration Number:	4106153	XOS	
Registration Number:	4172130	XOS	
Registration Number:	4158276	XOS	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 MIDDLEFIELD ROAD, SUITE 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	04/28/2017		

OP \$140.00 4356699

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 28, 2017 (the "Agreement") is entered into by and between XOS TECHNOLOGIES, INC., a Delaware corporation ("XOS"), COLLEGIATE IMAGES LLC, a Delaware limited liability company ("Collegiate Images") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"). XOS and Collegiate Images are each also referred to herein as a "Grantor", and collectively, as the "Grantors").

Reference is made to the Loan and Security Agreement, dated as of April 28, 2017 (as amended from time to time, the "Loan Agreement"), between Lender and Grantors. Terms used but not defined herein have the meaning given to them in the Loan Agreement. For good and valuable consideration, receipt of which is hereby acknowledged, each Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of such Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

GRANTORS:

LENDER:

XOS TECHNOLOGIES, INC.

WESTERN ALLIANCE BANK

By: 

By: _____

Name: MATTHEW BAIROS

Name: _____

Title: PRESIDENT - CEO

Title: _____

COLLEGIATE IMAGES LLC

Address for Notices:

By: 

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax:(408) 282-1681

Name: MATTHEW BAIROS

Title: PRESIDENT & CEO

Address for Notices for all Grantors:

181 Ballardvale Street
Wilmington, MA 01887
Attn: KRISTIN DESROCHERS

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

GRANTORS:

LENDER:

XOS TECHNOLOGIES, INC.

WESTERN ALLIANCE BANK

By: _____

By: Katherine Wolff

Name: _____

Name: KATHERINE WOLFF

Title: _____

Title: Vice President

Address for Notices:

Attn: Note Department

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Fax:(408) 282-1681

COLLEGIATE IMAGES LLC

By: _____

Name: _____

Title: _____

Address for Notices for all Grantors:

181 Ballardvale Street

Wilmington, MA 01887

Attn: _____

TRADEMARK

REEL: 006045 FRAME: 0294

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Name of Owner</u>	<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Owner</u>	<u>Description:</u>	<u>U.S. Serial Number:</u>	<u>Filing Date</u>	<u>U.S. Registration Number</u>	<u>Registration Date</u>
XOS	XOS DIGITAL	85640535	June 1, 2012	4356699	June 25, 2013
XOS	XOS	78869767	April 26, 2006	4106154	February 28, 2012
XOS	XOS	78869759	April 26, 2006	4106153	February 28, 2012
XOS	XOS	78869172	April 25, 2006	4172130	July 10, 2012
XOS	XOS	78869060	April 25, 2006	4158276	June 12, 2012

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Name of Owner</u>	<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issue Date:</u>
XOS	Video processing methods and systems	8,670,648	13/015,813	March 11, 2014