

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
HYP3R INC.
451 Pacific Avenue
San Francisco, CA 94133

Individual(s) Association
 General Partnership Limited Partnership

Corporation-State: DE

Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No

Name: **Silicon Valley Bnak**

Internal Address: HF-150

Street Address: 3003 Tasman Drive

City: **Santa Clara**
State: **CA**
Country: **USA**
Zip: 95054

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): 05/10/2018

Assignment Merger
 Security Agreement Change of Name

Other :

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship : United States, CA
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	5001501 5001500 5001503 5001502

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **UCC Direct Services**

Internal Address: **Attn: 14080632**

Street Address: **187 Wolf Road, Suite 101**

City: **Albany** State: **NY** ZIP: **12205**

Phone Number: **1-800-342-3676 X 4065**

Fax Number: **1-800-962-7049**

Email Address: **cls-udsalbany@writersluwer.com**

6. Total number of applications and registrations involved: 4


7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$115.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers **0974**
Expiration Date **3/21**

b. Deposit Account Number
Authorized User Name

9. Signature. 
Signature
Joseph D. Borgman
Name of Person Signing

5-14-18
Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

OP \$115.00 5001501

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and HYP3R INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 the Effective Date (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, Patents, and Mask Works (as each term is described below) 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

I. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

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 Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

7. Governing Law. This 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 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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.

GRANTOR:

HYP3R INC. DocuSigned by:

Steven Pease

By: Steven Pease

Title: COO & CEO

BANK:

SILICON VALLEY BANK DocuSigned by:

Daniel Patrick Johnson

By: Daniel Patrick Johnson

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SOCIAL MEDIA INFLUENCE OF GEOGRAPHIC LOCATIONS	15/486229	April 12, 2017
LOCATION RESOLUTION OF SOCIAL MEDIA POSTS	15/424707	February 3, 2017

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HYP3R	5001501	July 19, 2016
HYP3R	5001500	July 19, 2016
 HYP3R	5001503	July 19, 2016
 HYP3R	5001502	July 19, 2016



HYP3R Trademark Schedule
April 17, 2018

Title	Country	Official No.	Application Date	Registration Date	Local Classes	Case Status	Property
HYP3R	Australia (MP)	1291651	Jan-11-2016	Jan-11-2016	09, 42	Registered	Trademark
HYP3R	Brazil	910501041	Jan-11-2016		42	Pending	Trademark
HYP3R	Brazil	910501025	Jan-11-2016		09	Pending	Trademark
HYP3R	Canada	1762638	Jan-11-2016		09, 42	Published	Trademark
HYP3R	China (MP)	1291651	Jan-11-2016	Jan-11-2016	09, 42	Registered	Trademark
HYP3R	Colombia (MP)	A0055800	Jan-11-2016		09, 42	Registered	Trademark
HYP3R	European Union Intellectual Property (MP)	1291651	Jan-11-2016	Jan-11-2016	09, 42	Registered	Trademark
HYP3R	India (MP)	A0055800	Jan-11-2016		09, 42	Registered	Trademark
HYP3R	Japan (MP)	1291651	Jan-11-2016	Jan-11-2016	09, 42	Registered	Trademark
HYP3R	Madrid Protocol (TM)	1291651	Jan-11-2016	Jan-11-2016	09, 42	Registered	Trademark
HYP3R	Mexico (MP)	1291651	Jan-11-2016	Jan-11-2016	09, 42	Registered	Trademark
HYP3R	New Zealand (MP)	1291651	Jan-11-2016	Jan-11-2016	09, 42	Registered	Trademark
HYP3R	Norway (MP)	1291651	Jan-11-2016	Jan-11-2016	09, 42	Registered	Trademark
HYP3R	Philippines (MP)	1291651	Jan-11-2016	Jan-11-2016	09, 42	Registered	Trademark
HYP3R	Republic of Korea (MP)	1291651	Jan-11-2016	Jan-11-2016	09, 42	Registered	Trademark
HYP3R	Russian Federation (MP)	1291651	Jan-11-2016	Jan-11-2016	09, 42	Registered	Trademark
HYP3R	Singapore (MP)	1291651	Jan-11-2016	Jan-11-2016	09, 42	Registered	Trademark
HYP3R	Switzerland (MP)	A0055800	Jan-11-2016		09, 42	Registered	Trademark
HYP3R	United States of America	5001501	Jul-09-2015	Jul-19-2016	42	Registered (cancellation proceeding pending)	Trademark
HYP3R	United States of America	5001500	Jul-09-2015	Jul-19-2016	09	Registered (cancellation proceeding pending)	Trademark
HYP3R	United States of America	5001503	Jul-09-2015	Jul-19-2016	42	Registered (cancellation proceeding pending)	Trademark
HYP3R	United States of America	5001502	Jul-09-2015	Jul-19-2016	09	Registered (cancellation proceeding pending)	Trademark
HYP3R	United States of America	2018-0097763	Apr-12-2017			Published	Patent
HYP3R	United States of America	2018-0097762	Feb-03-2017			Published	Patent
HYP3R	United States of America	621403618	Oct-03-2016			Expired	Patent (Provisional)



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EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date