

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM471643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOPHIE INC.		04/12/2018	Corporation:
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
Internal Address:	Attn: Asset Based Lending		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87031980	POWER FOR ALL	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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:	2165665791		
Email:	jennifer.hardy@thompsonhine.com		
Correspondent Name:	David D. Thomas, Esq.		
Address Line 1:	3900 Key Center		
Address Line 2:	127 Public Square		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	David D. Thomas		
SIGNATURE:	/s/ David D. Thomas		
DATE SIGNED:	04/27/2018		
Total Attachments: 4			
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OP \$40.00 87031980

SUPPLEMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is made as of April 12, 2018 by MOPHIE INC., a California corporation ("Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, as the administrative agent under the Credit Agreement, as defined in the IP Agreement, as hereinafter defined (the "Administrative Agent"), for the benefit of the Lenders, as defined in the Credit Agreement.

WHEREAS, Pledgor executed and delivered to the Administrative Agent that certain Intellectual Property Security Agreement, dated as of March 3, 2016, and recorded with the United States Patent and Trademark Office on March 7, 2016 at (a) Reel/Frame 5746/0839 with respect to trademarks and (b) Reel/Frame 038012/0900 with respect to patents (as the same may from time to time be amended, restated or otherwise modified, the "IP Agreement") wherein Pledgor granted to the Administrative Agent a security interest in all of Pledgor's intellectual property;

WHEREAS, except as specifically defined herein, capitalized terms used herein that are defined in the IP Agreement shall have their respective meanings ascribed to them in the IP Agreement;

WHEREAS, pursuant to the Section 15 of the IP Agreement, Pledgor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Collateral to secure all of the Secured Obligations;

NOW THEREFORE, in consideration of each financial accommodation granted to Pledgor by the Administrative Agent and the Lenders and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pledgor hereby agrees as follows:

1. Grant of Security Interest. Pledgor hereby grants to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Pledgor's right, title and interest in the Collateral listed on Schedule 1 hereto.

2. IP Agreement. Pledgor hereby ratifies its obligations under the IP Agreement and confirms the continuing effectiveness of the IP Agreement and the grants of the security interests thereunder. This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of the Administrative Agent in the Collateral identified in Section 1 hereof with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Lenders, under the IP Agreement. The IP Agreement (and all rights and remedies of the Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgment. Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the IP Agreement, the terms and provisions

of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the IP Agreement, the terms of the IP Agreement shall govern.

4. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile or other electronic signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York.

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4841-2272-5217.2

JURY TRIAL WAIVER. PLEDGOR HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed this Supplement to Intellectual Property Security Agreement as of the date first set forth above.

MOPHIE INC.

By: 

Chris Ahern
President

SCHEDULE 1
(Supplement)

U.S. TRADEMARK

Mark	App. No.	Reg. No.	Status
POWER FOR ALL	87/031980	n/a	Pending

PENDING U.S. PATENT APPLICATIONS

Title	Publication No.	Application No.	Filing Date	Assignee	Application Type
BATTERY PACK FOR MOBILE DEVICES	2018/0076248	15/686,770	8/25/2017	Mophie	Mechanical
MOBILE DEVICE CASE FOR RECEIVING WIRELESS SIGNALS		15/820,197	11/21/2017	Mophie	Mechanical
CASE FOR A MOBILE ELECTRONIC DEVICE		29/556,805	3/3/2016	Mophie	Design
CASE FOR A MOBILE ELECTRONIC DEVICE		29/556,807	3/3/2016	Mophie	Design
CASE FOR A MOBILE ELECTRONIC DEVICE		29/556,809	3/3/2016	Mophie	Design
MOBILE DEVICE CASE FOR RECEIVING WIRELESS SIGNALS		29/626,999	11/21/2017	Mophie	Design
ELECTRONIC DEVICE MOUNT		29/632,207	1/5/2018	Mophie	Design