

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRONE NERDS INC.		09/26/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	200 East Las Olas Boulevard, Suite 1200		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	banking corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5077474	DRONENERDS	
Registration Number:	5127300	DRONE NERDS	
CORRESPONDENCE DATA			
Fax Number:	2156894934		
<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:	215-979-1191		
Email:	nkmcLaughlin@duanemorris.com		
Correspondent Name:	Nicole K. McLaughlin, Duane Morris LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-4196		
ATTORNEY DOCKET NUMBER:	M2505-00003		
NAME OF SUBMITTER:	Nicole K. McLaughlin		
SIGNATURE:	/Nicole K. McLaughlin/		
DATE SIGNED:	10/09/2018		
Total Attachments: 6			
source=IP Security Agreement#page1.tif			
source=IP Security Agreement#page2.tif			
source=IP Security Agreement#page3.tif			
source=IP Security Agreement#page4.tif			

CH \$65.00 5077474

source=IP Security Agreement#page5.tif

source=IP Security Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of September ²⁴, 2018 is made by and between DRONE NERDS INC, a Florida corporation ("Borrower") and FIFTH THIRD BANK, an Ohio banking corporation (together with its successors and assigns, "Bank").

WHEREAS, Borrower has entered into a Loan and Security Agreement as of even date herewith (as same may be amended, restated, supplemented or otherwise modified from time to time, "Loan and Security Agreement") with Bank, and, as a condition precedent to the making of loans by Bank under the Loan and Security Agreement, Borrower granted to Bank a security interest in, among other property, certain intellectual property of Borrower and agreed to execute and deliver this IP Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees with Bank as follows:

1. Grant of Security. Borrower hereby pledges and grants to Bank a security interest in and to all of the right, title and interest of Borrower in, to and under the following ("IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto ("Patents");

(b) the trademark and service mark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to Borrower set forth in Schedule 3 hereto, and all extensions and renewals thereof ("Copyrights");

(d) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Borrower 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 Bank.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan and Security Agreement, which is hereby incorporated by reference. The provisions of the Loan and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the IP Collateral are as provided by the Loan and Security Agreement and other Loan Documents (as defined in the Loan and Security Agreement), and nothing in this IP Security Agreement shall be deemed to limit any rights and remedies available to Bank under the Loan and Security Agreement or other Loan Documents, or under applicable law.

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

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

6. Governing Law. This IP Security 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 IP Security 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 Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Witness:

BORROWER

[Signature]
Print Name: Lauren Schwideman

[Signature]
Print Name: Robert Weitzner

DRONE NERDS INC,
a Florida corporation

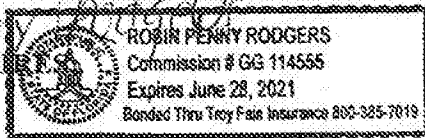
By: [Signature]
Name: Alex NAFISCI
Its: President

STATE OF FLORIDA)

COUNTY OF Bayard)

The foregoing instrument was acknowledged before me this 26 day of September, 2018, by Alex Nafisci as President of DRONE NERDS INC, a Florida corporation, or behalf of the corporation, who is personally known to me or has produced a Divers License as identification, and took an oath

[Signature]
NOTARY PUBLIC
Print Name: Robin Penny Rodgers
MY COMMISSION EXP



SCHEDULES



SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

NONE

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>MARK</u>	<u>COUNTR Y</u>	<u>APP. NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
	US	86/959,549	03/31/2016	5,077,474	11/08/2016	DRONE NERDS, INC.
	US	87/002,116	04/15/2016	5,127,300	01/24/2017	DRONE NERDS, INC.

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE