

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ossic Corporation		10/25/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Keshif Ventures, LLC		
Street Address:	990 Highland Drive, Suite 314		
City:	Solana Beach		
State/Country:	CALIFORNIA		
Postal Code:	92075		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86681165	OSSIC	
Serial Number:	87396893	HEAR BEYOND	
Serial Number:	87318259		
CORRESPONDENCE DATA			
Fax Number:	4156597455		
<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:	415-836-2551		
Email:	Nancy.Chow@dlapiper.com		
Correspondent Name:	Nancy Chow		
Address Line 1:	DLA Piper LLP (US)		
Address Line 2:	555 Mission Street, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Nancy Chow		
SIGNATURE:	/s/ Nancy Chow		
DATE SIGNED:	09/17/2018		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is executed by Ossic Corporation, a Delaware corporation (together with its successors and assigns, “**Grantor**”), in favor of the Purchasers listed on the signature pages hereof.

RECITALS

A. Grantor issued secured promissory notes as amended, modified or otherwise supplemented from time to time, (each a “**Note**” and collectively, the “**Notes**”) to the Purchasers pursuant to that certain Amended and Restated Note Purchase Agreement dated as of October 25, 2017 (as amended and restated from time to time) (the “**Purchase Agreement**”).

B. Certain of the Purchasers have agreed to make additional advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in the Purchase Agreement. Capitalized terms used herein are used as defined in the Purchase Agreement. The Purchasers are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Purchasers (i) a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) and (ii) a security interest in certain collateral of the Company, as set forth in that certain Security Agreement entered into on the date hereof (the “**Security Agreement**”), in each case, to secure the obligations of Grantor under the Notes.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to the Purchasers 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 (as defined in the Security Agreement).

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 Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Purchase Agreement, Grantor grants and pledges to the Purchasers 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 the Collateral Agent (as defined in the Security Agreement).

3. Authorization. Grantor hereby authorizes the Collateral Agent 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 Purchase Agreement, which is hereby incorporated by reference. The provisions of the Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Purchasers with respect to the Intellectual Property Collateral are as provided by the Purchase Agreement, Security 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. Additional Purchasers. Notwithstanding anything to the contrary contained herein, if the Grantor issues additional Notes after the date hereof, any purchaser of such Notes may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed a “Purchaser” for all purposes hereunder. No action or consent by the Purchasers shall be required for such joinder to this Agreement by such additional Purchaser, so long as such additional Purchaser has agreed in writing to be bound by all of the obligations as a “Purchaser” hereunder.

8. 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:

OSSIC CORPORATION

By 

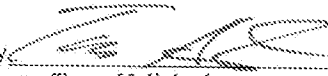
Name: Jason Riggs

Title: Chief Executive Officer

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.

PURCHASER:

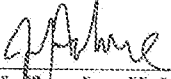
KESHIF VENTURES, LLC

By: 
Name: Taner Halicioglu
Title: Manager

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.

PURCHASER:

JEFFREY LEE HOLOVE

By 
Name: Jeffrey Lee Holove, as Individual

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.

PURCHASER:

JOY LYONS

By Joy E. Lyons
Name: Joy Lyons, an individual

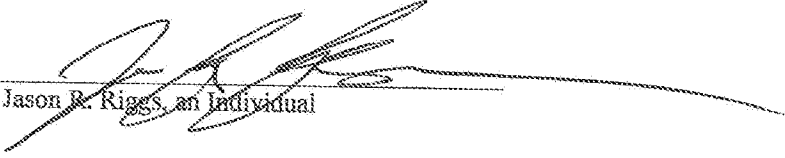
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

PURCHASER:

JASON R. RIGGS

By

Name: Jason R. Riggs, an Individual



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.

PURCHASER:

MICHAEL T. O'NEILL

By 

Name: Michael T. O'Neill, an Individual

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Calibrating listening devices (US-Non Provisional – pending)	15/067,138	3/10/2016
Calibrating listening devices (PCT – pending)	PCT/US2016/021882	3/10/2016
Systems and Methods of Calibrating Earphones (Provisional. In process of conversion to Non-Provisional/PCT)	62/335,014	5/11/2016
Earphone (Design patent OSSIC X, Notice of Allowance, in continuation)	29/555,616	2/23/2016
Earphone (Design patent OSSIC X, Notice of Allowance, in continuation)	29/555,623	2/23/2016
Earphone (Design patent OSSIC X, Notice of Allowance, in continuation)	29/555,626	2/23/2016
Listening Devices (Design Patent OSSIC X, China, pending)	201630413734.2	8/23/2016

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
OSSIC (US – pending)	86/681,165	7/1/15
OSSIC (EU – granted)	14970222	12/30/15
OSSIC (Australia-granted)	1745296	12/30/15
OSSIC (China – pending)	18764729	12/30/15
OSSIC (Hong Kong – granted)	303644776	12/30/15
[OU SI KE GONG SI] (Taiwan – granted)	01815087	1/1/17
OSSIC (Canada – pending)	1761700	12/31/15
OSSIC (International – Madrid Protocol)	1303539	5/18/16
- Singapore – granted		
- Japan – granted		
- South Korea – granted		
- Norway – granted		
- New Zealand – granted		
HEAR BEYOND	87/396,893	4/3/17
<DESIGN>	87/318,259	1/30/17

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.