

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM495968

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Penumbra Brands, LLC		07/27/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Compass Bank, as Administrative Agent		
<b>Street Address:</b>	8080 N. Central Expressway, 4th Floor		
<b>Internal Address:</b>	Attn: Brandon Kelley		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75206		
<b>Entity Type:</b>	Chartered Bank: ALABAMA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87923833	ALARA	
<b>Serial Number:</b>	86548111	BLACK ICE	
<b>Serial Number:</b>	87923832	BRINK	
<b>Serial Number:</b>	85853579	GADGET GUARD	
<b>Serial Number:</b>	86484231	R79	
<b>Serial Number:</b>	86702734	R79X	
<b>Serial Number:</b>	87403563	REACHCASE	
<b>Serial Number:</b>	77969266	SAFE CAN STILL BE SEXY	
<b>Serial Number:</b>	86554119	SHADOW EDITION	
<b>Serial Number:</b>	86698183	TECHTONIC	
<b>Serial Number:</b>	85517784	THE CASE FOR PEOPLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123408827		
<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>			
<b>Phone:</b>	612-492-6819		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Evan P. Everist, Dorsey & Whitney LLP		

OP \$290.00 87923833

TRADEMARK

**Address Line 1:** 50 South Sixth Street  
**Address Line 2:** Suite 1500  
**Address Line 4:** Minneapolis, MINNESOTA 55402-1498

**NAME OF SUBMITTER:** Evan Everist

**SIGNATURE:** /Evan Everist/

**DATE SIGNED:** 10/30/2018

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 27, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, collectively, the “Grantors”) in favor of Compass Bank, as Administrative Agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, pursuant to that certain Credit Agreement dated as of July 27, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Penumbra Brands, LLC, a Delaware limited liability company (the “Borrower”), Penumbra Brands Holdings, Inc., a Delaware corporation (“Holdings”), the several banks and other financial institutions or entities from time to time parties thereto as lenders (the “Lenders”), and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Loan Parties shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of July 27, 2018, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Secured Obligations (as defined in the Guarantee and Collateral Agreement):

(a) all Registered Intellectual Property consisting of Copyrights, as identified in Schedule 1;

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above (the items described in (a) and (b), collectively, the “Copyright Collateral”);

(c) (i) all Registered Intellectual Property consisting of Trademarks, as identified in Schedule 2 (but excluding in all cases any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest pledged) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above;

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (c) above (items described in clauses (c) and (d), collectively, the “Trademark Collateral”);

(e) (i) all Registered Intellectual Property consisting of Patents, as identified in Schedule 3, and (ii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (e) above (items described in (e) and (f), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 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 SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.


SECTION 7 Notice. Each party to this IP Security Agreement irrevocably consents to service of process at the address provided for notices in Section 10.02 of the Credit Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this IP Security Agreement to serve process in any other manner permitted by applicable law.

*[signature pages follow]*

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

PENUMBRA BRANDS, LLC

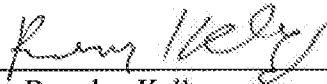
By:  \_\_\_\_\_

Name: Gentry Jensen

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

COMPASS BANK,  
as Administrative Agent

By:   
Name: Brandon Kelley  
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

## COPYRIGHTS

Borrower claims copyrights to its work product, including its websites at [www.penumbrabrands.com](http://www.penumbrabrands.com) and [www.gadgetguard.com](http://www.gadgetguard.com) as well as other Borrower owned websites, in the ordinary course of its business, but has not registered any copyrights with competent authorities.



## TRADEMARKS

<u>Trademark</u>	<u>Number</u>	<u>Date</u>	<u>If Foreign Trademark, What Country?</u>	<u>Company/Subsidiary</u>
ALARA	87923833	May-16-2018	U.S.	Penumbra Brands, LLC
	77/969,259	Mar-26-2010	U.S.	Antenna79, Inc.*
BACKSPIN	77/962,083	Mar-18-2010	U.S.	Antenna79, Inc.*
BLACK ICE	86548111	Feb-27-2015	U.S.	Penumbra Brands, LLC
BRINK	87923832	May-16-2018	U.S.	Penumbra Brands, LLC
GADGET GUARD	85853579	Feb-19-2013	U.S.	Penumbra Brands, LLC
GADGET GUARD	85/347,836	Jun-16-2011	U.S.	Antenna79, Inc.*
	77963377	Mar-19-2010	U.S.	Antenna79, Inc.*
PONG	85548581	Feb-21-2012	U.S.	Antenna79, Inc.*
pöng	77631735	Dec-12-2008	U.S.	Antenna79, Inc.*
pöng	77979939	Dec-12-2008	U.S.	Antenna79, Inc.*
pöngresearch	77631734	Dec-12-2008	U.S.	Antenna79, Inc.*
R79	86484231	Dec-18-2014	U.S.	Penumbra Brands, LLC
R79X	86702734	Jul-23-2015	U.S.	Penumbra Brands, LLC
REACHCASE	87403563	Apr-7-2017	U.S.	Penumbra Brands, LLC
SAFE CAN STILL BE SEXY	77969266	Mar-26-2010	U.S.	Penumbra Brands, LLC
SHADOW EDITION	86554119	Mar-5-2015	U.S.	Penumbra Brands, LLC
SPICE UP YOUR PHONE LIFE	77/969,263	Mar-26-2010	U.S.	Penumbra Brands, LLC
TECHTONIC	86698183	Jul-20-2015	U.S.	Penumbra Brands, LLC

THE CASE FOR PEOPLE	85517784	Jan-17-2012	U.S.	Penumbra Brands, LLC
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\* Borrower may decide to abandon such trademarks.

## PATENTS

<u>Patent Name</u>	<u>Number</u>	<u>Date</u>	<u>Inventor</u>	<u>If Foreign Patent, What Country?</u>	<u>Company/ Subsidiary</u>
<b>PENDING PATENT APPLICATIONS</b>					
CON - RF RADIATION REDIRECTION AWAY FROM PORTABLE COMMUNICATION DEVICE USER	15/281,827	9/30/2016	Alfred Y. Wong, Robert Moreno, Karl Richard Shields, Ron Wang	US	Penumbra Brands, LLC
UTL - RADIATION- REDIRECTING EXTERNAL CASE FOR PORTABLE COMMUNICATION DEVICE	14/826,787	8/14/2015	Kevin Wolentarski, Nihil Nilakantan, Karl Shields, Mike Farese, Ryan McCaughey, Justin Adams	US	Penumbra Brands, LLC
UTL - FRAME FOR AIDING IN SCREEN PROTECTOR APPLICATION	15/396,088	12/30/2016	Robin Peng	US	Penumbra Brands, LLC
UTL - PROTECTIVE COVER FOR A WIRELESS DEVICE	15/808,742	11/9/2017	Ryan Gerard McCaughey, Kevin Wolentarski, Nikhil Nilakantan, Karl Richard Shields	US	Penumbra Brands, LLC
<b>ISSUED PATENTS</b>					
UTL - PROTECTIVE CASES FOR MOBILE ELECTRONIC DEVICES AND RELATED METHODS	9,084,461	7/21/2015	Gentry Jensen	US	Penumbra Brands, LLC
UTL - RADIATION REDIRECTING EXTERNAL CASE FOR PORTABLE COMMUNICATION DEVICE AND ANTENNA EMBEDDED IN BATTERY OF PORTABLE COMMUNICATION DEVICE	8,208,980	6/26/2012	Alfred Y. Wong, Robert Moreno, Karl Richard Shields, Ron Wang	US	Penumbra Brands, LLC

CON - RADIATION REDIRECTING EXTERNAL CASE FOR PORTABLE COMMUNICATION DEVICE AND ANTENNA EMBEDDED IN BATTERY OF PORTABLE COMMUNICATION DEVICE	8,442,602	5/14/2013	Alfred Y. Wong, Robert Moreno, Karl Richard Shields, Ron Wang	US	Penumbra Brands, LLC
CIP - RF RADIATION REDIRECTION AWAY FROM PORTABLE COMMUNICATION DEVICE USER	8,214,003	7/3/2012	Alfred Y. Wong, Robert Moreno, Karl Richard Shields, Ron Wang	US	Penumbra Brands, LLC
CON - RF RADIATION REDIRECTION AWAY FROM PORTABLE COMMUNICATION DEVICE USER	8,897,843	11/25/2014	Alfred Y. Wong, Robert Moreno, Karl Richard Shields, Ron Wang	US	Penumbra Brands, LLC
CON - RF RADIATION REDIRECTION AWAY FROM PORTABLE COMMUNICATION DEVICE USER	9,472,841	10/18/2016	Alfred Y. Wong, Robert Moreno, Karl Richard Shields, Ron Wang	US	Penumbra Brands, LLC
CIP - EXTERNAL CASE FOR REDISTRIBUTION OF RF RADIATION AWAY FROM WIRELESS COMMUNICATION DEVICE USER AND WIRELESS COMMUNICATION DEVICE INCORPORATING RF RADIATION REDISTRIBUTION ELEMENTS	8,957,813	2/17/2015	Ryan Gerard McCaughey, Karl Richard Shields, Nikhil Nilakantan	US	Penumbra Brands, LLC
CON - EXTERNAL CASE FOR REDISTRIBUTION OF RF RADIATION AWAY FROM WIRELESS COMMUNICATION DEVICE USER AND WIRELESS COMMUNICATION DEVICE INCORPORATING RF	9,112,584	8/18/2015	Ryan Gerard McCaughey, Karl Richard Shields, Nikhil Nilakantan	US	Penumbra Brands, LLC

RADIATION REDISTRIBUTION					
CON - RADIATION REDIRECTING ELEMENTS FOR PORTABLE COMMUNICATION DEVICE	8,750,948	6/10/2014	Alfred Y. Wong, Robert Moreno, Karl Richard Shields, Ron Wang	US	Penumbra Brands, LLC
CON - RADIATION REDIRECTING ELEMENTS FOR PORTABLE COMMUNICATION DEVICE	9,287,915	3/15/2016	Alfred Y. Wong, Robert Moreno, Karl Richard Shields, Ron Wang	US	Penumbra Brands, LLC
CIP - PROTECTIVE COVER FOR A WIRELESS DEVICE	9,172,134	10/27/2015	Ryan Gerard McCaughey, Karl Richard Shields, Nikhil Nilakantan	US	Penumbra Brands, LLC
CIP - PROTECTIVE COVER FOR A WIRELESS DEVICE	9,838,060	12/5/2017	Ryan Gerard McCaughey, Karl Richard Shields, Nikhil Nilakantan	US	Penumbra Brands, LLC
CON - PROTECTIVE COVER FOR A WIRELESS DEVICE	9,350,410	5/24/2016	Ryan Gerard McCaughey, Karl Richard Shields, Nikhil Nilakantan	US	Penumbra Brands, LLC
DES - PHONE COVER	D727,886	4/28/2015	Blaise Bertrand, Stephen Kim, Albert Han Leung, Francois Rybarczyk	US	Penumbra Brands, LLC
DES - PHONE COVER	D741,310	10/20/2015	Blaise Bertrand, Stephen Kim, Albert Han Leung, Francois Rybarczyk	US	Penumbra Brands, LLC
DES - DIV -PHONE COVER	D767,554	9/27/2016	Blaise Bertrand, Stephen Kim, Albert Han Leung, Francois Rybarczyk	US	Penumbra Brands, LLC
DES - DIV -PHONE COVER	D782,460	3/28/2017	Blaise Bertrand, Stephen Kim, Albert Han Leung, Francois Rybarczyk	US	Penumbra Brands, LLC

DES - TABLET COVER	D749,078	2/9/2016	Blaise Bertrand, Stephen Kim, Albert Han Leung, Francois Rybarczyk	US	Penumbra Brands, LLC
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