

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
4Web, Inc.		06/03/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	SWK Funding LLC		
Street Address:	14755 Preston Road, Suite 105		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4199901	4WEB	
Registration Number:	4195632		
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,ryan.magee@hklaw.com,Sheila.Petty@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	06/03/2019		
Total Attachments: 15			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 3, 2019 (as may be amended, restated, amended and restated, waived, supplemented, or otherwise modified from time to time, this “**Agreement**”), made by 4WEB, INC., a Texas corporation (individually and collectively, jointly and severally, the “**Grantor**”), in favor of SWK FUNDING LLC, a Delaware limited liability company, as agent (in such capacity, “**Agent**”) for the Lenders (as defined below) party to the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Grantor, as borrower, Agent and the financial institutions party thereto from time to time as lenders (each a “**Lender**” and collectively, the “**Lenders**”), Agent and Lenders have agreed to make certain financial accommodations available to Grantor, and Grantor has granted a security interest to Agent, for the benefit of Agent and Lenders, in, among other things, all right, title and interest of Grantor in, to and under all of Grantor’s Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations; and

WHEREAS, Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule I hereto, as applicable.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement, Grantor hereby agrees with Agent as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

(b) Definitions of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

“**Copyrights**” shall mean all of Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

“**Copyright Licenses**” shall mean all written agreements naming Grantor as licensor or licensee, granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright (other than agreements relating to widely-available software subject to “shrink-wrap” or “click-through” software licenses).

“**Credit Agreement**” shall have the meaning assigned to such term in the recitals of this Agreement.

“Intellectual Property” shall mean all present and future: trade secrets, know-how and other proprietary information; Trademarks and Trademark Licenses, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; Copyrights (including Copyrights for computer programs, but excluding commercially available off-the-shelf software and any Intellectual Property rights relating thereto) and Copyright Licenses, and all tangible and intangible property embodying the Copyrights, unpatented inventions (whether or not patentable); Patents and Patent Licenses; Mask Works; industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom, books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any of the foregoing; customer lists and customer information, the right to sue for all past, present and future infringements of any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Mask Works” shall mean all of Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title, and interest in and to mask works or similar rights available for the protection of semiconductor chips.

“Patents” shall mean all of Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other country or multi-jurisdictional patent office or agency, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part of any of the foregoing.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, develop, market, use or sell any products derived, in whole or in part, from any invention covered by a Patent or any similar agreement related to any other use of any invention covered by a Patent.

“Trademarks” shall mean all of Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title, and interest in and to: (i) all of Grantor’s (or if referring to another Person, such other Person’s) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development and goodwill of the business relating thereto; (ii) all renewals thereof; and (iii) all designs and general intangibles of a like nature.

“Trademark Licenses” shall mean, collectively, each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark.

(c) **Other Definitional Provisions.**

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, Grantor hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Guarantee and Collateral Agreement, does hereby grant) to Agent, for the benefit of Agent and Lenders, a lien and security interest in Grantor’s entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by Grantor, and including, without limitation, Grantor’s right, title and interest in and to the Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor’s business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the “**IP Collateral**”); provided, that the IP Collateral shall not include the Excluded Property (as defined in the Guarantee and Collateral Agreement).

3. **Protection of Intellectual Property by Grantor.** Grantor shall, at its sole cost, expense and risk, in connection with the operation of its business, comply with the requirements set forth in Section 5.7 of the Guarantee and Collateral Agreement in respect to the Intellectual Property.

4. **Representations and Warranties.** Grantor represents and warrants that:

(a) Schedule I is a true, correct and complete list of all Registered Intellectual Property in which Grantor purports to have an ownership or license interest.

(b) Grantor has the legal right and authority to enter into this Agreement and perform its terms.

(c) If Grantor amends its name, Grantor shall provide copies of such amendment documentation to Agent and shall re-register Grantor’s Registered Intellectual Property with the appropriate Governmental Authority and shall execute and deliver such agreements or documentation as Agent shall request to maintain a perfected first priority security interest in the IP Collateral subject to Permitted Liens.

5. **No Violation of Credit Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the other Loan Documents, and shall not be deemed to modify any such representation, warranty or covenant contained in any other Loan Document.

6. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 2 above, all of which shall be deemed to be and treated as "IP Collateral" within the meaning of this Agreement.

(b) Upon the request of Agent, Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Agent may reasonably request to evidence Agent's security interest in any IP Collateral and the goodwill of Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office, or the United States Copyright Office or any similar office), and Grantor hereby constitutes Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, that Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. Grantor's Rights to Enforce Intellectual Property. Prior to Agent's giving of notice to Grantor following the occurrence and during the continuance of an Event of Default, Grantor shall have the exclusive right to sue for past, present and future infringement of the IP Collateral, including the right to seek injunctions and/or money damages, in an effort by Grantor to protect the IP Collateral against encroachment by third parties, provided, however, that:

(a) Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(b) Following the occurrence and during the continuance of any Event of Default, any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, shall be applied in accordance with the Credit Agreement and the Guarantee and Collateral Agreement.

(c) Following the occurrence and during the continuance of any Event of Default, Agent, by notice to Grantor may terminate or limit Grantor's rights under this Section 7.

8. Agent's Actions to Protect Intellectual Property. Pursuant to, in accordance with and subject to the terms of the Credit Agreement, Agent, acting in its own name or in that of Grantor, may (but shall not be required to) act in Grantor's place and stead and/or in Agent's own right with respect to the rights and obligations of Grantor under Section 3, Section 6 and Section 7 of this Agreement.

9. Rights Upon Default. Upon the occurrence and during the continuance of any Event of Default, Agent may exercise all rights and remedies as provided for in the Credit Agreement.

10. Agent as Attorney In Fact.

(a) Grantor hereby irrevocably constitutes and designates Agent as its attorney-in-fact to:

(i) Following the occurrence and during the continuance of an Event of Default, supplement and amend from time to time Schedule I of this Agreement to include any new or additional Registered Intellectual Property of Grantor.

(ii) Exercise any of the rights and powers referenced herein in accordance with this Agreement.

(b) The grant of a power of attorney, being coupled with an interest, shall be irrevocable until the Obligations are Paid in Full.

(c) Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 8, Section 9 or Section 10 of this Agreement, but if Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act, except to the extent Agent acted with gross negligence or willful misconduct as determined by a court of competent jurisdiction.

11. **Agent's Rights.** Upon an the occurrence and during the continuance of an Event of Default, any use by Agent of the IP Collateral, as authorized hereunder in connection with the exercise of Agent's rights and remedies under this Agreement and under the Credit Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. **No Limitation; Loan Documents.** This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to Agent with respect to the IP Collateral with the United States Patent and Trademark Office, the United States Copyright Office, as well as with any similar office or department of any other foreign or domestic Governmental Authority. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of Agent and Lenders, under the Guarantee and Collateral Agreement and the other Loan Documents. The other Loan Documents (and all rights and remedies of Grantor, Agent, and Lenders thereunder) shall remain in full force and effect in accordance with their terms.

13. **Termination; Release of IP Collateral.** This Agreement and all obligations of Grantor and Agent hereunder shall terminate on the date upon which the Obligations are Paid in Full. Upon termination of this Agreement, Agent shall, at the expense of the Grantor, take such actions required by the Credit Agreement or the Guarantee and Collateral Agreement or as otherwise reasonably requested by Grantor to release its security interest in the IP Collateral.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns.

15. **GOVERNING LAW. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS CODE).**

16. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by facsimile machine or in ".pdf" format through electronic mail of any executed signature page to this Agreement shall constitute effective delivery of such signature page and shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

17. **Copy of Agreement.** Grantor acknowledges receipt of a signed copy of this Agreement.

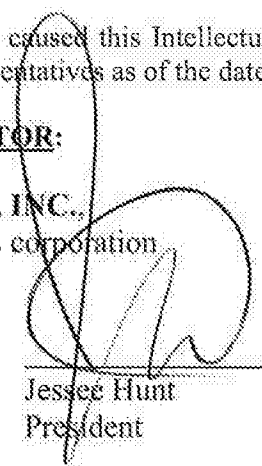
18. **Conflicting Terms.** In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Credit Agreement or the Guarantee and Collateral Agreement, as the case may be, the terms of the Credit Agreement or the Guarantee and Collateral Agreement, as applicable, shall control.

[Remainder of page intentionally blank; signature page follows.]

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

GRANTOR:

4WEB, INC.
a Texas corporation

By: 
Name: Jesse Hunt
Title: President

[Signature Page to IP Security Agreement]


#67881071

TRADEMARK
REEL: 006659 FRAME: 0790

AGENT:

SWK FUNDING LLC

By: SWK Holdings Corporation,
its sole Manager

By: 
Name: Winston Black
Title: Chief Executive Officer

Schedule I

Licenses

License Agreement by and between Lattus Spine LLC, a Nevada limited liability company, and 4WEB, Inc., dated as of March 13, 2019.

License Agreement by and between Stephen Leon Lipscomb and 4WEB, Inc., dated as of December 25, 2009, as extended on April 13, 2011, and November 25, 2011.

Patent License Agreement by and between Stephen Leon Lipscomb and 4WEB, Inc., dated as of January 1, 2013.

Intellectual Property Rights Purchase and Transfer Agreement by and between 4WEB EU Holdings, C.V. and 4WEB, Inc., effective as of June 4, 2015.

License Agreement with 4WEB EU Holdings, C.V., dated effective as of July 27, 2016.

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
None.		

Patents

Ref. No.	Description/Application No.	Status	Title
6244-00201 UNITED STATES	US Serial No. 12/640,825 Filed: December 17, 2009 US Pub. No.: 20100161061 Pub Date: June 24, 2010 U.S. Patent No. 8,430,930 Issued: April 30, 2013	Filed non-provisional application on December 17, 2009. 7.5 Year maintenance fee due between October 30, 2020 and April 30, 2021.	TRUSS IMPLANT
6244-00203 UNITED STATES	US Serial No.: 12/960,092 Filed: December 3, 2010 US Pub. No.: 20110196495 Pub Date: August 11, 2011 US Patent No.: 9,421,108 Issue Date: August 23, 2016	Application filed on December 3, 2010. (CON 12/640,825 filed December 17, 2009) 3.5 year maintenance fee due between August 23, 2019 and February 23, 2020.	IMPLANT SYSTEM AND METHOD
6244-00207 UNITED STATES	US Serial No.: 14/743,555 Filed: June 18, 2015 US Publ. No.: 20150282945 Publ. Date: October 8, 2015 US Patent No. 9,999,516 Issue Date: June 19, 2018	Nonprovisional application filed June 18, 2015. (Continuation of 6244-00203) Response to Final Office Action due October 3, 2017.	IMPLANT DEVICE HAVING A NON-PLANAR SURFACE
6244-00208 UNITED STATES	US Serial No.: 14/743,579 Filed: June 18, 2015 US Publ. No.: 20150282933 Publ. Date: October 8, 2015 U.S. Patent No. 9,545,317 Issue Date: January 17, 2017	Nonprovisional application filed June 18, 2015. (Continuation of 6244-00203) 3.5 Year Maintenance Fee due between July 17, 2020 and January 21, 2021.	IMPLANT INTERFACE SYSTEM AND DEVICE
6244-00209 UNITED STATES	US Serial No.: 14/743,607 Filed: June 18, 2015 US Publ. No.: 2015-0282946 Publ. Date: October 8, 2015	Nonprovisional application filed June 18, 2015. (Continuation of 6244-00203) Response to Office Action September 7, 2017.	IMPLANT DEVICE HAVING CURVED OR ARCED STRUTS
6244-00224 UNITED STATES	US Serial No.: 15/721,940 Filed: October 1, 2017	Filed non-provisional application on October 1, 2017. (continuation of 6244-00207) Response to Office Action due June 26, 2019.	IMPLANT DEVICE ALLOWING MOTION PRESERVATION
6244-00302 UNITED STATES	US Serial No. 13/805,231 Filed December 18, 2012 US Pub. No.: 20130158672 Pub. Date: June 20, 2013.	Non-provisional application filed December 18, 2012. (Claims priority to U6244-00300) Response to Office Action due August 17, 2019.	BONE LOAD TRANSFER INTERFACE
6244-01007 UNITED STATES	US Serial No.: 15/463,458 Filed: March 20, 2017 US Pub. No.: 20170319344	Continuation of U.S. Patent Application No. 13/762,825 (6244-01001).	PROSTHETIC IMPLANT FOR BALL AND SOCKET JOINTS AND METHOD OF USE

[Schedule I to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 006659 FRAME: 0794

Ref. No.	Description/Application No.	Status	Title
	Pub Date: November 9, 2017	Response to Office Action due January 24, 2019.	
6244-01201 UNITED STATES	US Serial No.: 14/036,974 Filed: September 25, 2013 US Pub. No.: 20140121776 Pub. Date: May 1, 2014 U.S. Patent No. 9,271,845 Issued: March 1, 2016	Non-Provisional filed September 25, 2013. 3.5 year maintenance fee due between March 1, 2019 and September 1, 2019.	PROGRAMMABLE IMPLANTS AND METHODS OF USING PROGRAMMABLE IMPLANTS TO REPAIR BONE STRUCTURES
6244-01212 UNITED STATES	US Serial No.: 15/057,190 Filed: March 1, 2016 US Pub. No.: 201600287404 Pub Date: October 6, 2016 U.S. Patent No. 9,549,823 Issued: January 24, 2017	Non-provisional application filed March 1, 2016. 3.5 year maintenance fee due between January 24, 2020 and July 24, 2020.	PROGRAMMABLE IMPLANT HAVING CURVED OR ARCED STRUTS
6244-01213 UNITED STATES	US Serial No.: 15/057,192 Filed: March 1, 2016 US Pub. No.: 201600287389 Pub Date: October 6, 2016 U.S. Patent No.: 9,572,669 Issued: February 21, 2017	Non-provisional application filed March 1, 2016. 3.5 year maintenance fee due between February 21, 2020 and August 21, 2020	PROGRAMMABLE IMPLANT HAVING AN ANGLED EXTERIOR SURFACE
6244-01214 UNITED STATES	US Serial No.: 15/057,195 Filed: March 1, 2016 US Pub. No.: 20160287405 Pub Date: October 6, 2016 U.S. Patent No.: 9,757,235 Issued: September 12, 2017	Non-provisional application filed March 1, 2016. 3.5 year maintenance fee due between September 12, 2020 and March 12, 2021.	PROGRAMMABLE IMPLANT HAVING A NON-PLANAR OUTER SURFACE
6244-01215 UNITED STATES	U.S. Serial No. 15/695,122 Filed: August 2, 2017 US Pub. No.: 2017-0360563 Pub. Date: December 21, 2017 U.S. Patent No.: 9,987,137 Issued: June 5, 2018 Continuation of (6244-01214)	Nonprovisional Application filed September 5, 2017. 3.5 year maintenance fee due between June 5, 2021 and December 5, 2021.	PROGRAMMABLE IMPLANT HAVING CURVED OR ARCED STRUTS
6244-01216 UNITED STATES	U.S. Serial No. 15/991,272 Filed: May 29, 2018 US Pub. No.: 2019-0060077 Pub. Date: February 28, 2019 Continuation of (6244-01215)	Nonprovisional Application filed May 29, 2018.	PROGRAMMABLE IMPLANT HAVING CURVED OR ARCED STRUTS
6244-01403 UNITED STATES	U.S. Serial No. 14/215,961 Filed: March 17, 2014 US Pub. No.: 20140288649 Pub. Date: September 25, 2014 U.S. Patent No. 9,636,226 Issued: May 2, 2017	Nonprovisional Application filed March 17, 2014. 3.5 year maintenance fee due between May 2, 2020 and November 2, 2020.	TRAUMATIC BONE FRACTURE REPAIR SYSTEMS AND METHODS

[Schedule I to Intellectual Property Security Agreement]

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TRADEMARK
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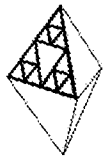
Ref. No.	Description/Application No.	Status	Title
	Continuation of (6244-01400)		
6244-01412 UNITED STATES	U.S. Serial No. 15/667,377 Filed: August 2, 2017 Continuation of (6244-01405)	Nonprovisional Application filed August 2, 2017. Response to Formalities Letter filed November 28, 2017.	MOTION PRESERVATION IMPLANT AND METHODS

[Schedule I to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 006659 FRAME: 0796

Trademarks

Description	Serial Number	Registration Number
6244-00800 4WEB	(85/392,276 August 8, 2011)	4,199,901 August 28, 2012
6244-00600 Design 	(85/318,799 May 12, 2011)	4,195,632 August 21, 2012

Mask Works

Description	Registration/ Application Number	Registration/ Application Date
None.		

[Schedule I to Intellectual Property Security Agreement]

#67881071

RECORDED: 06/03/2019

**TRADEMARK
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