

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loop Labs, Inc.		07/03/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	XL Innovate Fund, L.P., as Administrative Agent		
Street Address:	3555 Alameda de las Pulgas		
Internal Address:	2nd Floor		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86380982	NOTION	
Serial Number:	88371754	NOTIONPRO	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	852414-10		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	07/19/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of July 3, 2019, by and between XL Innovate Fund, LP, a Delaware limited partnership (“**Administrative Agent**”), as Administrative Agent on behalf of the Secured Parties (defined below), and LOOP LABS, INC., a Delaware corporation with its principal place of business located at 1530 Blake Street, Suite 220, Denver, CO 80202 (“**Grantor**”).

RECITALS

A. The Secured Parties (defined below) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor pursuant to certain Secured Promissory Notes dated June 28, 2019 executed by Grantor in favor of each Secured Party and such other subordinated Secured Promissory Notes which may be executed by Grantor in favor of each Secured Party after the date hereof, (such advances, future advances, and financial accommodations, and as amended, collectively, the “**Loans**”), which are secured by that certain Security Agreement by and among Administrative Agent, the secured parties listed on the signature pages thereto, as updated from time to time, and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Security Agreement**”; capitalized terms used herein not otherwise defined herein are used as defined in the Security Agreement).

B. The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Administrative Agent, on behalf of the Secured Party’s, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Secured Obligations of Grantor with respect to the Loans and the Security Agreement to Administrative Agent, on behalf of the Secured Parties.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Administrative Agent 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.

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 Grantor’s Secured Obligations to Administrative Agent, on behalf of Secured Parties Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s Secured Obligations to Administrative Agent, on behalf of the Secured Parties, Grantor grants and pledges to Administrative Agent 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 of 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 Administrative Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. 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.

5. 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.


6. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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:

LOOP LABS, INC.

By: 
Name: Brett Burgess
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

XL INNOVATE FUND, L.P., as Administrative Agent
for Secured Parties

By: XL Innovate Partners LP
Its General Partner

By: _____
Name: Martha Notaras
Title: Senior Vice President

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:

LOOP LABS, INC.

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

XL INNOVATE FUND, L.P., as Administrative Agent
for Secured Parties

By: XL Innovate Partners LP
Its General Partner

By: Martha Notaras
Name: Martha Notaras
Title: Senior Vice President

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NOTION	86380982	June 28, 2016
NotionPRO	88371754	4/4/2019

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RECORDED: 07/19/2019

**TRADEMARK
REEL: 006698 FRAME: 0442**