

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM532940

<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>
MASSDROP INC.		07/22/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RUNWAY GROWTH CREDIT FUND INC.		
<b>Street Address:</b>	205 N Michigan Ave., Suite 4200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88258663	ALT	
<b>Serial Number:</b>	88258658	CTRL	
<b>Serial Number:</b>	87882088	D	
<b>Serial Number:</b>	87882074	D	
<b>Serial Number:</b>	87882109	D	
<b>Serial Number:</b>	88146833	D	
<b>Serial Number:</b>	87882097	D	
<b>Serial Number:</b>	87882125	D	
<b>Serial Number:</b>	87882116	D	
<b>Serial Number:</b>	87882112	D	
<b>Serial Number:</b>	87882106	D	
<b>Serial Number:</b>	87882099	D	
<b>Serial Number:</b>	87882128	D	
<b>Serial Number:</b>	87882131	D	
<b>Serial Number:</b>	87869318	DROP	
<b>Serial Number:</b>	87869340	DROP	
<b>Serial Number:</b>	87869322	DROP	
<b>Serial Number:</b>	87869354	DROP	
<b>Serial Number:</b>	88146840	DROP	

CH \$740.00 88258663

Property Type	Number	Word Mark
Serial Number:	87869351	DROP
Serial Number:	87869348	DROP
Serial Number:	87869339	DROP
Serial Number:	87869333	DROP
Serial Number:	87869325	DROP
Serial Number:	87869359	DROP
Serial Number:	87869358	DROP
Serial Number:	87004445	MASSDROP
Registration Number:	4478842	MASSDROP
Serial Number:	88258601	SHFT

**CORRESPONDENCE DATA**

**Fax Number:** 4156932222

*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.*

**Phone:** 4156932000

**Email:** crhem@cooley.com

**Correspondent Name:** Cooley LLP

**Address Line 1:** 101 California Street, 5th Floor

**Address Line 4:** San Francisco, CALIFORNIA 94111

**ATTORNEY DOCKET NUMBER:** 326420-122

**NAME OF SUBMITTER:** C. Rhem

**SIGNATURE:** /CR/

**DATE SIGNED:** 07/22/2019

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of July 22, 2019, among **MASSDROP INC.**, a Delaware corporation, (“**Grantor**”) and **RUNWAY GROWTH CREDIT FUND INC.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

### RECITALS

A. Grantor, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

1. To secure the Obligations, Grantor grants Agent a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

710 Sansome Street  
San Francisco, CA 94111

Attention: \_\_\_\_\_

GRANTOR:

MASSDROP INC.

By: [Signature]  
Name: Tony Mengel  
Title: (CEO)

Address of Agent:

205 N Michigan Ave., Suite 4200  
Chicago, IL 60601  
Attention: Legal Reporting  
Email: [legalreporting@runwaygrowth.com](mailto:legalreporting@runwaygrowth.com)

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

710 Sansome Street  
San Francisco, CA 94111

Attention: \_\_\_\_\_

GRANTOR:

MASSDROP INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Agent:

205 N Michigan Ave., Suite 4200  
Chicago, IL 60601  
Attention: Legal Reporting  
Email: [legalreporting@runwaygrowth.com](mailto:legalreporting@runwaygrowth.com)

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

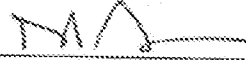
By:  \_\_\_\_\_  
Name: DAVID SPRENG  
Title: CEO

EXHIBIT A  
COPYRIGHTS

None.

EXHIBIT B

PATENTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
MASSDROP INC.	Keyboard switch with a cam having a curved profile to promote tactile response	10102987	10/16/2018

EXHIBIT C  
TRADEMARKS

COUNTRY	MARK	STATUS	APP. DATE	APP. NO.	REG. NO.	REG. DATE
Australia	D Logo	Published	10/9/2018	1960597	-	-
Australia	D Logo	Pending	10/9/2018	1960416	-	-
Australia	DROP	Pending	10/9/2018	1960599	-	-
Australia	DROP	Pending	10/9/2018	1960418	-	-
Canada	D Logo	Pending	10/9/2018	1,924,209	-	-
Canada	DROP	Pending	10/9/2018	1,924,195	-	-
China	D Logo	Pending	10/9/2018	33909801	-	-
China	D Logo	Pending	10/9/2018	33909800	-	-
China	D Logo	Pending	10/9/2018	33909798	-	-
China	D Logo	Pending	10/9/2018	33909807	-	-
China	D Logo	Pending	10/9/2018	33909806	-	-
China	D Logo	Pending	10/9/2018	33909802	-	-
China	D Logo	Pending	10/9/2018	33909803	-	-
China	D Logo	Pending	10/9/2018	33909805	-	-
China	D Logo	Pending	10/9/2018	33909804	-	-
China	D Logo	Pending	10/9/2018	33909797	-	-
China	D Logo	Pending	10/9/2018	33909799	-	-
China	D Logo	Pending	43622	TBD	-	-
China	D Logo (back-up application)	Pending	3/13/2019	TBD	-	-
China	D Logo (back-up application)	Pending	3/13/2019	TBD	-	-
China	D Logo (back-up application)	Pending	3/13/2019	TBD	-	-
China	D Logo (back-up application)	Pending	3/13/2019	36792078	-	-
China	D Logo (back-up application)	Pending	3/13/2019	36792079	-	-
China	D Logo (back-up application)	Pending	3/13/2019	TBD	-	-
China	D Logo (back-up application)	Pending	3/13/2019	TBD	-	-
China	D Logo (back-up application)	Pending	3/13/2019	TBD	-	-
China	D Logo (back-up application)	Pending	3/13/2019	TBD	-	-
China	D Logo (back-up application)	Pending	3/13/2019	TBD	-	-



China	D Logo (back-up application)	Pending	3/13/2019	TBD	-	-
China	DROP	Pending	10/9/2018	33909403	-	-
China	DROP	Pending	10/9/2018	33909811	-	-
China	DROP	Pending	10/9/2018	33909812	-	-
China	DROP	Pending	10/9/2018	33909402	-	-
China	DROP	Pending	10/9/2018	33909815	-	-
China	DROP	Pending	10/9/2018	33909813	-	-
China	DROP	Pending	10/9/2018	33909810	-	-
China	DROP	Pending	10/9/2018	33909814	-	-
China	DROP	Pending	10/9/2018	33909809	-	-
China	DROP	Pending	10/9/2018	33909808	-	-
China	DROP	Pending	10/9/2018	33909401	-	-
China	DROP	Pending	43622	TBD	-	-
China	DROP (back up application)	Pending	3/13/2019	36791801	-	-
China	DROP (back-up application)	Pending	3/13/2019	TBD	-	-
China	DROP (back-up application)	Pending	3/13/2019	TBD	-	-
China	DROP (back-up application)	Pending	3/13/2019	TBD	-	-
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China	DROP (back-up application)	Pending	3/13/2019	TBD	-	-
China	DROP (back-up application)	Pending	4/11/2019	TBD	-	-
China	MASSDROP	Pending	43626	TBD	-	-
China	MASSDROP	Pending	43626	TBD	-	-
China	MASSDROP	Pending	43626	TBD	-	-
China	MASSDROP	Pending	43626	TBD	-	-
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China	MASSDROP	Pending	43626	TBD	-	-
China	MASSDROP	Pending	43626	TBD	-	-

China	MASSDROP	Pending	43626	TBD	-	-
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China	MASSDROP	Pending	43626	TBD	-	-
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China	MASSDROP Design	Pending	43626	TBD	-	-
China	MASSDROP Design	Pending	43626	TBD	-	-
China	MASSDROP Design	Pending	43626	TBD	-	-
European Union	D Logo	Registered/Granted	10/9/2018	017966577	017966577	2/22/2019
European Union	DROP	Published/Opposed	10/9/2018	017965644	-	-
European Union	DROP	Published/Opposed	10/9/2018	017965644	-	-
European Union	DROP	Registered/Granted	10/9/2018	017966410	017964410	2/22/2019
Japan	D Logo	Pending	10/9/2018	2018-126546	-	-
Japan	D Logo	Pending	10/9/2018	2018-126541	-	-
Japan	D Logo	Pending	10/9/2018	2018-126547	-	-
Japan	D Logo	Pending	10/9/2018	2018-126542	-	-
Japan	D Logo	Pending	10/9/2018	2018-126538	-	-
Japan	D Logo	Pending	10/9/2018	2018-126539	-	-
Japan	D Logo	Pending	10/9/2018	2018-126540	-	-
Japan	D Logo	Pending	10/9/2018	2018-126545	-	-
Japan	D Logo	Pending	10/9/2018	2018-126543	-	-
Japan	D Logo	Pending	10/9/2018	2018-126544	-	-
Japan	D Logo	Pending	10/9/2018	2018-126537	-	-
Japan	DROP	Pending	10/9/2018	2018-126531	-	-
Japan	DROP	Pending	10/9/2018	2018-126530	-	-

Japan	DROP	Pending	10/9/2018	2018-126535	-	-
Japan	DROP	Pending	10/9/2018	2018-126534	-	-
Japan	DROP	Pending	10/9/2018	2018-126526	-	-
Japan	DROP	Pending- to abandon	10/9/2018	2018-126527	-	-
Japan	DROP	Pending	10/9/2018	2018-126532	-	-
Japan	DROP	Pending	10/9/2018	2018-126529	-	-
Japan	DROP	Pending	10/9/2018	2018-126533	-	-
Japan	DROP	Pending	10/9/2018	2018-126528	-	-
Japan	DROP	Pending	10/9/2018	2018-126536	-	-
New Zealand	D Logo	Pending	10/9/2018	1104322	-	-
New Zealand	D Logo	Registered/Granted	10/9/2018	1104371	1104371	4/10/2019
New Zealand	DROP	Pending/Opposed	10/9/2018	1104370	-	-
New Zealand	DROP	Pending	10/9/2018	1104323	-	-
United Kingdom	D Logo	Registered/Granted	10/9/2018	UK00003344056	UK00003344057	3/15/2019
United Kingdom	DROP	Registered/Granted	10/9/2018	UK00003344048	UK00003344048	2/8/2019
United States	ALT	Published	1/11/2019	88/258,663	-	-
United States	CTRL	Pending	1/11/2019	88/258,658	-	-
United States	D Logo	Allowed	4/18/2018	87/882,088	-	-
United States	D Logo	Allowed	4/18/2018	87/882,074	-	-
United States	D Logo	Allowed	4/18/2018	87/882,109	-	-
United States	D Logo	Allowed	10/8/2018	88/146,833	-	-
United States	D Logo	Allowed	4/18/2018	87/882,097	-	-
United States	D Logo	Allowed	4/18/2018	87/882,125	-	-
United States	D Logo	Allowed	4/18/2018	87/882,116	-	-
United States	D Logo	Allowed	4/18/2018	87/882,112	-	-
United States	D Logo	Allowed	4/18/2018	87/882,106	-	-
United States	D Logo	Allowed	4/18/2018	87/882,099	-	-
United States	D Logo	Allowed	4/18/2018	87/882,128	-	-
United States	D Logo	Allowed	4/18/2018	87/882,131	-	-
United States	DROP	Published	4/9/2018	87/869,318	-	-
United States	DROP	Pending	4/9/2018	87/869,340	-	-

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United States	DROP	Pending	4/9/2018	87/869,354	-	-
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United States	DROP	Allowed	4/9/2018	87/869,351	-	-
United States	DROP	Allowed	4/9/2018	87/869,348	-	-
United States	DROP	Allowed	4/9/2018	87/869,339	-	-
United States	DROP	Allowed	4/9/2018	87/869,333	-	-
United States	DROP	Allowed	4/9/2018	87/869,325	-	-
United States	DROP	Allowed	4/9/2018	87/869,359	-	-
United States	DROP	Allowed	4/9/2018	87/869,358	-	-
United States	MASSDROP	Allowed	4/18/2016	87/004,445	-	-
United States	MASSDROP	Registered/Granted	10/3/2012	85/744,649	4,478,842	2/4/2014
United States	SHFT	Pending	1/11/2019	88/258,601	-	-