

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550457

<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>
XOS Technologies, Inc.		04/28/2017	Corporation: DELAWARE
Collegiate Images LLC		04/28/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank, an Arizona corporation		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88576086	XOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7033826485		
<b>Email:</b>	DHall@vlplawgroup.com		
<b>Correspondent Name:</b>	Davis Hall		
<b>Address Line 1:</b>	12703 Hitchcock Court		
<b>Address Line 4:</b>	Reston, VIRGINIA 20191		
<b>NAME OF SUBMITTER:</b>	Davis Hall		
<b>SIGNATURE:</b>	/DavisHall/		
<b>DATE SIGNED:</b>	11/21/2019		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 28, 2017 (the "Agreement") is entered into by and between XOS TECHNOLOGIES, INC., a Delaware corporation ("XOS"), COLLEGIATE IMAGES LLC, a Delaware limited liability company ("Collegiate Images") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"). XOS and Collegiate Images are each also referred to herein as a "Grantor", and collectively, as the "Grantors").

Reference is made to the Loan and Security Agreement, dated as of April 28, 2017 (as amended from time to time, the "Loan Agreement"), between Lender and Grantors. Terms used but not defined herein have the meaning given to them in the Loan Agreement. For good and valuable consideration, receipt of which is hereby acknowledged, each Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of such Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTORS:**

**LENDER:**

**XOS TECHNOLOGIES, INC.**

**WESTERN ALLIANCE BANK**

By: 

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

Name: MATTHEW BAIROS

Name: \_\_\_\_\_

Title: PRESIDENT - CEO

Title: \_\_\_\_\_

**COLLEGIATE IMAGES LLC**

Address for Notices:

By: 

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax: (408) 282-1681

Name: MATTHEW BAIROS

Title: PRESIDENT & CEO

Address for Notices for all Grantors:

181 Ballardvale Street  
Wilmington, MA 01887  
Attn: KRISTIN DESROCHERS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTORS:

LENDER:

XOS TECHNOLOGIES, INC.

WESTERN ALLIANCE BANK

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

By: Katherine Wolfe

Name: \_\_\_\_\_

Name: KATHERINE WOLFE

Title: \_\_\_\_\_

Title: Vice President

Address for Notices:

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax:(408) 282-1681

COLLEGIATE IMAGES LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices for all Grantors:

181 Ballardvale Street  
Wilmington, MA 01887  
Attn: \_\_\_\_\_

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Name of Owner</u>	<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>

EXHIBIT B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Owner</u>	<u>Description:</u>	<u>U.S. Serial Number:</u>	<u>Filing Date</u>	<u>US Registration Number</u>	<u>Registration Date:</u>
XOS	XOS DIGITAL	85640535	June 1, 2012	4356699	June 25, 2013
XOS	XOS	78869767	April 26, 2006	4106154	February 28, 2012
XOS	XOS	78869759	April 26, 2006	4106153	February 28, 2012
XOS	XOS	78869172	April 25, 2006	4172130	July 10, 2012
XOS	XOS	78869060	April 25, 2006	4158276	June 12, 2012
XOS	XOS	88576086	August 13, 2019		

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Name of Owner</u>	<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issue Date:</u>
XOS	Video processing methods and systems	8,670,648	13/015,813	March 11, 2014