

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HYPER ICE, INC.		12/20/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	333 South Grand Avenue		
Internal Address:	12th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4007601	HYPERICE	
Registration Number:	4813719	VYPER	
Registration Number:	5100331	V V	
Registration Number:	5100485	HYPERSPHERE	
Registration Number:	5231318	HYPERSOOTHE	
Registration Number:	5313106	VENOM	
Registration Number:	5346456	HYPERICE	
Registration Number:	5285499	RAPTOR	
Registration Number:	5492980	V V	
Registration Number:	5490090	HYPERICE	
Registration Number:	5498668	HYPERVOLT	
Registration Number:	5506432	HYPERTOONS	
Registration Number:	5489979	HYPERICE	
Serial Number:	87251665	LYNX	
Serial Number:	88357560		
Serial Number:	88459975	RECOVERY ROW	
Serial Number:	88460000	HYPERCARE	
Serial Number:	88576245	HYPERICE PRESSURE SENSOR TECHNOLOGY	

OP \$565.00 4007601

Property Type	Number	Word Mark
Serial Number:	88519699	CRAZY POWERFUL. STILL QUIET.
Serial Number:	88527163	UNLOCK YOUR BODY
Registration Number:	5885460	QUIET GLIDE
Registration Number:	4981957	HYPERICE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: Ted.Mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Syed Humza Moinuddin
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	01/06/2020

Total Attachments: 6
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

HYPER ICE, INC.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership
- Citizenship: CA

Execution Date(s): December 20, 2019

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Yes

Additional names, addresses, or citizenship attached?

No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 333 South Grand Avenue, 12th Floor

City: Los Angeles

State: CA

Country: USA

Zip: 90017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and registrations involved: **22**

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name:

9. Signature: _____

Signature

December 24, 2019
Date

Syed Humza Moinuddin
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **6**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (“Trademark Security Agreement”), dated as of December 20, 2019, is made by **HYPER ICE, INC.**, a California corporation (“Grantor”) in favor of **WELLS FARGO BANK NATIONAL ASSOCIATION** (“Lender”), and is being delivered in connection with that certain Credit Agreement, dated of even date herewith (as amended or modified from time to time, the “Credit Agreement”), by and between Grantor and Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, pursuant to that certain Security Agreement, dated of even date herewith (as amended or modified from time to time, the “Security Agreement”) as security for Grantor’s obligations arising under the Credit Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office (“USPTO”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the “Trademark Collateral”):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor’s business symbolized by the foregoing or connected therewith (the “Trademarks”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Credit Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security 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 Trademark Security Agreement by facsimile or in electronic format (*i.e.*, “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

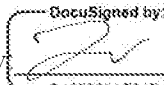
7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

8. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

HYPER ICE, INC.,
as a Grantor

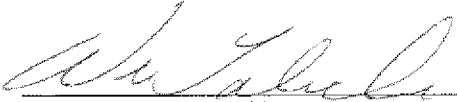
By: 
Name: **Jim Huether**
Title: **CEO**

[Signature Page to Trademark Security Agreement (Hyper Ice)]

TRADEMARK
REEL: 006831 FRAME: 0801

AGREED TO AND ACCEPTED:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Lender

By: 
Name: Kles Takeuchi
Title: Senior Vice President

[Signature Page to Trademark Security Agreement (Hyper Ice)]

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

	Serial No.	Registration No.	Word Mark
1	85146782	4007601	HYPERICE
2	86745857	1371803	HYPERICE
3	86186881	4813719	VYPER
4	87025068	5100331	V V
5	87093177	5100485	HYPERSPHERE
6	87150939	5231318	HYPERSOOTHE
7	87148194	5313106	VENOM
8	87523876	5346456	HYPERICE
9	87343142	5285499	RAPTOR
10	87218007	5492980	V V
11	87541587	5490090	HYPERICE
12	87243201	5498668	HYPERVOLT
13	87529002	5506432	HYPERTOONS
14	87512959	5489979	HYPERICE
15	87251665		LYNX
16	88357560		
17	88459975		RECOVERY ROW
18	88460000		HYPERCARE
19	88576245		HYPERICE PRESSURE SENSOR TECHNOLOGY
20	88519699		CRAZY POWERFUL. STILL QUIET.
21	88527163		UNLOCK YOUR BODY
22	88411732	5885460	QUIET GLIDE