

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMG ALTAIR, LLC		12/20/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	state bank: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5046634	ZAPITRON	
Registration Number:	5046633	ZAPITRON	
Registration Number:	5046632	ZAPITRON	
Registration Number:	5046630	ZAPITRON	
Registration Number:	5046445	ZAPITRON	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 2:	Vedder Price P.C.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40180.00.0119/L.Rudison		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		
DATE SIGNED:	01/08/2020		

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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 20th day of December, 2019 by IMG ALTAIR, LLC, a Delaware limited liability company ("Altair" and collectively with each other Person that from time to time is made a Grantor hereunder, each individually a "Grantor" and collectively the "Grantors") in favor of CIBC BANK USA ("Lender");

WITNESSETH:

WHEREAS, Grantors and/or its affiliates have entered into a certain Loan and Security Agreement dated as of February 28, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with various financial institutions and the Lender, providing for the extensions of credit to be made to the Grantors by the Lender; and

WHEREAS, pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender, a continuing security interest in substantially all of the assets of such Grantor, whether now or hereafter owned, existing, acquired or arising, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, trademarks, trademark applications and trade names, and all products and proceeds thereof, to secure the payment of all amounts owing by each Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use or declaration of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto;

(iii) each patent and patent application owned by such Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and

(iv) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto and any patent issued pursuant to a patent application referred to in Schedule 2.

(Signature Page Follows)

(Signature Page to Intellectual Property Security Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

IMG ALTAIR, LLC, a Delaware limited liability company

BY: IMG Companies, a Delaware limited liability company, its sole member

By: _____

Name: Karim Pasha

Title: President

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Record Owner	Jurisdiction	App./Reg. No.	Registration Date	Class
ZAPITRON	IMG Altair, LLC	US	5046634	9/20/16	9
ZAPITRON	IMG Altair, LLC	US	5046633	9/20/16	9
ZAPITRON	IMG Altair, LLC	US	5046632	9/20/16	9
ZAPITRON	IMG Altair, LLC	US	5046630	9/20/16	9
ZAPITRON	IMG Altair, LLC	US	5046445	9/20/16	9

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

Name of Owner	Title	Patent Number or Publication Number
IMG Altair, LLC	Electron Gun Patent	10,115,556 B2
IMG Altair, LLC	Systems and Methods for Electron Gun Patent	9,257,253 B1