

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM587151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WYND TECHNOLOGIES, INC.		07/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	2350 Mission College Blvd.		
Internal Address:	Suite 988		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5837310	WYND	
Registration Number:	5246917	WYND	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1244741 TM		
NAME OF SUBMITTER:	D'Arcy Conrique		
SIGNATURE:	/D'Arcy Conrique/		
DATE SIGNED:	07/17/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Closing Date by and between EAST WEST BANK ("Bank") and WYND TECHNOLOGIES, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Closing Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto but excluding any intent-to-use trademark), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank, as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, of any or all other rights, powers or remedies.

Grantor hereby authorizes Bank to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Bank's name or in the name of Bank as Bank and attorney-in-fact for Grantor.

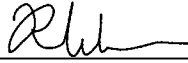
Sections 11 (Choice of Law and Venue; Jury Trial Waiver; Judicial Reference) of the Loan Agreement is incorporated herein by this reference as though set forth in full.

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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:

WYND TECHNOLOGIES, INC.

Signature: 

Print Name: Raymond Wu

Title: CEO and President

Address:

Attention: Ray Wu, Founder and CEO
2590 Clarebank Way
San Jose, CA 94030
email: ray@hellowynd.com

BANK:

EAST WEST BANK

Signature: _____

Print Name: _____

Title: _____

Address:

Attention: Bill Allen, Managing Director
2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054
Email: bill.allen@eastwestbank.com

Date: July 16, 2020

[Signature Page to Intellectual Property Security Agreement]

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:

WYND TECHNOLOGIES, INC.

Signature: _____

Print Name: _____

Title: _____

Address:

Attention: Ray Wu, Founder and CEO
2590 Clarebank Way
San Jose, CA 94030
email: ray@hellowynd.com

BANK:

EAST WEST BANK

Signature: Bill Allen

Print Name: Bill Allen

Title: Managing Director

Address:

Attention: Bill Allen, Managing Director
2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054
Email: bill.allen@eastwestbank.com

Date: July 16, 2020

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
Word Mark "WYND"	5837310	8/20/2019
Word Mark "WYND"	5246917	6/18/2017