

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inventables, Inc.		11/09/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank, an Arizona corporation		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86637731	X-CONTROLLER	
Serial Number:	86499660	X-CARVE	
Serial Number:	86100517	CARVEY	
Serial Number:	86100489	EASEL	
Serial Number:	86028231	THE HARDWARE STORE FOR DESIGNERS	
Serial Number:	85464235	WORKSPACE	
Serial Number:	78595952	INVENTABLES	
Serial Number:	78595968	DESIGNAID	
Serial Number:	88559112	CARVEY	
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:	7033826485		
Email:	DHall@vlplawgroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	12703 Hitchcock Court		
Address Line 4:	Reston, VIRGINIA 20191		
NAME OF SUBMITTER:	Davis Hall		

OP \$240.00 86637731

SIGNATURE:	/DavisHall/
DATE SIGNED:	11/10/2020
Total Attachments: 6 source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page1.tif source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page2.tif source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page3.tif source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page4.tif source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page5.tif source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 9, 2020 (the "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and INVENTABLES, INC. ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of November 9, 2020 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of 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

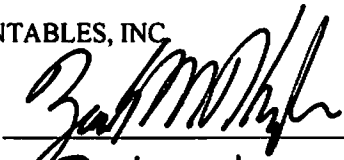
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

GRANTOR:

INVENTABLES, INC

By: 
Name: Zachary Kaplan
Title: CEO

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____
Name: _____
Title: _____

Address for Notices:

Attn:
328 S. Jefferson Street, Suite 260
Chicago, IL 60661
Fax:

Address for Notices:

Attn: Aaron Apolonio
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax:(408) 282-1681

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

GRANTOR:

INVENTABLES, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

Attn:
328 S. Jefferson Street, Suite 260
Chicago, IL 60661
Fax:

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Aaron Apolonio
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist **X**

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing/Registration Date:</u>
X-CONTROLLER	86637731	4900772	February 16, 2016
X-CARVE	86499660	4828983	October 6, 2015
CARVEY	86100517	4577810	July 29, 2014
EASEL	86100489	4549323	June 10, 2014
THE HARDWARE STORE FOR DESIGNERS	86028231	4476378	January 28, 2014
WORKSPACE	85464235		November 3, 2011*
INVENTABLES	78595952	3085004	April 25, 2006
DESIGNAID	78595968	3079283	April 11, 2006
CARVEY	88559112	5991063	August 1, 2019 February 18, 2020

*Indicates dead, abandoned or cancelled trademark

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Milling machine	D775,246	D/541,137	Issued	Dec. 27, 2016
Milling machine with a smart clamp for automatically determining the Z origin of a work piece	9,517,540	14/871, 326	Issued	Dec. 13, 2016